

**Hearing Date and Time: April 29, 2021, at 1:00 p.m. (prevailing Eastern Time)**  
**Objection Date and Time: April 28, 2021, at 4:00 p.m. (prevailing Eastern Time)**

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  
Joshua Y. Sturm  
Thomas S. Green

*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.<sup>1</sup>**

**Chapter 11**

**Case No. 20-11563 (SCC)**

**(Jointly Administered)**

**NOTICE OF HEARING ON DEBTORS' MOTION FOR (I) APPROVAL OF  
COMPROMISES WITH BOEING AND OTHER COUNTERPARTIES,  
(II) AUTHORIZATION TO (A) ENTER INTO AMENDED AIRCRAFT  
PURCHASE AGREEMENT WITH BOEING AND (B) ENTER INTO  
AGREEMENTS WITH OTHER COUNTERPARTIES RELATING TO THE  
BOEING TRANSACTION, (III) APPROVAL OF THE ASSUMPTION OF SUCH  
AMENDED AGREEMENTS, AS APPLICABLE, AND (IV) APPROVAL TO  
SETTLE CERTAIN PREPETITION CLAIMS OF COUNTERPARTIES**

**PLEASE TAKE NOTICE** that on April 22, 2021, the above-captioned debtors  
and debtors in possession (collectively, the “**Debtors**”) filed the *Debtors’ Motion for*  
*(I) Approval of Compromises with Boeing and other Counterparties, (II) Authorization to*

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<sup>1</sup> 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.

*(A) Enter into Amended Aircraft Purchase Agreement with Boeing and (B) Enter into Agreements with other Counterparties Relating to the Boeing Transaction, (III) Approval of the Assumption of such Amended Agreements, as Applicable, and (IV) Approval to Settle Certain Prepetition Claims of Counterparties* (the “**Motion**”). A hearing on the Motion will be held on **April 29, 2021 at 1:00 p.m. (Prevailing Eastern Time)** (the “**Hearing**”) before the Honorable Judge Shelley C. Chapman, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), or at such other time as the Bankruptcy Court may determine.

**PLEASE TAKE FURTHER NOTICE** that, in accordance with General Order M-543, dated March 20, 2020 (Morris, C.J.) (“**General Order M-543**”),<sup>2</sup> the Hearing will be conducted telephonically. Any parties wishing to participate must do so telephonically by making arrangements through CourtSolutions, LLC ([www.court-solutions.com](http://www.court-solutions.com)). Instructions to register for CourtSolutions, LLC are attached to General Order M-543.

**PLEASE TAKE FURTHER NOTICE** that copies of the Motion may be obtained free of charge by visiting the website of Epiq Corporate Restructuring, LLC at <https://dm.epiq11.com/aeromexico>. You may also obtain copies of any pleadings by visiting the Bankruptcy Court’s website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

**PLEASE TAKE FURTHER NOTICE** that the Hearing may be continued or adjourned thereafter from time to time without further notice other than an announcement of the adjourned date or dates at the Hearing or a later hearing. The Debtors will file an

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<sup>2</sup> A copy of the General Order M-543 can be obtained by visiting <http://www.nysb.uscourts.gov/news/general-order-m-543-court-operations-under-exigent-circumstances-created-covid-19>.

agenda before the Hearing, which may modify or supplement the motion(s) to be heard at the Hearing.

**PLEASE TAKE FURTHER NOTICE** that any responses or objections to the Motion shall be in writing, shall comply with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, shall be filed with the Bankruptcy Court (a) by attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov)), and (b) by all other parties in interest, in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and shall be served in accordance with General Order M-399 and the *Order Establishing Certain Notice, Case Management, and Administrative Procedures*, entered on July 8, 2020 [ECF No. 79], so as to be filed and received no later than **April 28, 2021 at 4:00 p.m. (Prevailing Eastern Time)** (the “**Objection Deadline**”).

**PLEASE TAKE FURTHER NOTICE** that any objecting parties are required to telephonically attend the Hearing, and failure to appear may result in relief being granted upon default.

**PLEASE TAKE FURTHER NOTICE** that if no responses or objections are timely filed and served with respect to the Motion, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered without further notice or opportunity to be heard.

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Dated: April 22, 2021  
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ Timothy Graulich

450 Lexington Avenue  
New York, New York 10017  
Telephone: (212) 450-4000  
Facsimile: (212) 701-5800  
Marshall S. Huebner  
Timothy Graulich  
Joshua Y. Sturm  
Thomas S. Green  
*Counsel to the Debtors  
and Debtors in Possession*



DAVIS POLK & WARDWELL LLP  
450 Lexington Avenue  
New York, New York 10017  
Telephone: (212) 450-4000  
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**UNITED STATES BANKRUPTCY COURT  
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**In re:**

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

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 20-11563 (SCC)**

**(JOINTLY ADMINISTERED)**

**DEBTORS' MOTION FOR (I) APPROVAL OF COMPROMISES WITH  
BOEING AND OTHER COUNTERPARTIES, (II) AUTHORIZATION TO  
(A) ENTER INTO AMENDED AIRCRAFT PURCHASE AGREEMENT WITH  
BOEING AND (B) ENTER INTO AGREEMENTS WITH OTHER  
COUNTERPARTIES RELATING TO THE BOEING TRANSACTION,  
(III) APPROVAL OF THE ASSUMPTION OF SUCH AMENDED  
AGREEMENTS, AS APPLICABLE, AND (IV) APPROVAL TO SETTLE  
CERTAIN PREPETITION CLAIMS OF COUNTERPARTIES**

Grupo Aeroméxico, S.A.B. de C.V. (“**Grupo Aeroméxico**”) and its affiliates that  
are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”;  
the Debtors collectively with their direct and indirect non-Debtor subsidiaries, the

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<sup>1</sup> 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.

“**Company**” or “**Aeroméxico**”) hereby move (this “**Motion**”) this Court (as defined herein) to enter the proposed orders, attached hereto as **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit G**, and **Exhibit H** (each a “**Proposed Order**,” and if entered, each an “**Order**”). Each of the Proposed Orders relates to a transaction or series of transactions (each a “**Transaction**”), documented by the various Agreements (as defined herein) annexed thereto, with a specific Counterparty (as defined herein) (or group of affiliated Counterparties), including: (a) Boeing (as defined herein); (b) the SLB Counterparties (as defined herein); (c) the PDP Counterparties (as defined herein); (d) AerCap (as defined herein); and (e) the Engine Maintenance Counterparties (as defined herein). This Motion is supported by the *Declaration of Jeff Craine in Support of the (I) Boeing Motion, (II) Motion to Seal, and (III) Motion to Shorten* (the “**Craine Declaration**”), filed contemporaneously herewith and incorporated herein by reference. In further support of this Motion, the Debtors respectfully state as follows:

#### **Jurisdiction and Venue**

1. The United States Bankruptcy Court for the Southern District of New York (the “**Court**”) has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b), and, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), the Debtors consent to entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter a final order or judgment consistent with Article III of the United States Constitution.

2. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

**Preliminary Statement**<sup>2</sup>

3. This Motion represents a critical step toward transforming the Debtors' fleet. Specifically, it seeks approval for a series of integrated transactions and modifications of prepetition agreements that will result in the Debtors adding twenty (20) new Boeing 737 MAX and four (4) new Boeing 787-9 aircraft to their fleet, and assuming amended agreements for three (3) Boeing 787-9 aircraft, two (2) Boeing 787-8 aircraft, six (6) Boeing 737MAX aircraft, and five (5) Boeing 737-800 aircraft, all at very attractive terms compared to market levels and to other aircraft type alternatives.<sup>3</sup> This continues the Debtors' process of realigning the composition of their fleet with expected operations and adding more fuel- and cost-efficient Boeing 737MAX aircraft that will offer an upgraded customer experience and improved profitability. As explained below, the Debtors estimate that these Transactions will create aggregate savings of over \$800 million for the Debtors comprising (a) over \$350 million of savings on restructured existing leases, (b) over \$300 million of savings on amended sale leaseback transactions, and (c) approximately \$150 million of maintenance cost savings. Additionally, the Debtors estimate that the Transactions will result in a reduction of capital expenditures, interest expenses, and related costs of almost \$2 billion that, absent the Transactions, would otherwise have been incurred in respect of aircraft and engines that would have been surplus to the Debtors' requirements. Finally, the Transactions will avoid over

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<sup>2</sup> Capitalized terms used but not defined in this section shall have the meanings ascribed to them in this Motion.

<sup>3</sup> Through this Motion (and the *Debtors' Motion for (I) Authorization to (A) Enter into new Aircraft Lease Agreements and (B) Amend and Assume Certain Existing Aircraft Lease Agreements, (II) Approval of Compromises Regarding Certain Prepetition Claims with Air Lease Corporation* filed contemporaneously herewith), the Debtors are proposing to (a) add twenty-eight (28) new aircraft to their fleet and (b) assume agreements relating to eighteen (18) existing aircraft, representing a total of forty-six (46) aircraft. The new aircraft will add 27% more aircraft to the current fleet size and the existing leases that will be restructured pursuant to these transactions represent over 17% of the current fleet.

\$1 billion of potential unsecured claims that would have resulted from rejection of prepetition agreements that are instead being amended pursuant to the Transactions to reflect current market terms.

4. At the center of the Motion is the Company's prepetition aircraft purchase agreement with The Boeing Company ("**Boeing**"). That agreement, along with financings of pre-delivery payments owed to Boeing, sale-leaseback financings, and engine maintenance agreements, was negotiated before the global pandemic. It required the Debtors to buy more Boeing 737MAX aircraft than their current business plan requires, at prices above current market rates. Rejecting those agreements entirely, however, would have frustrated core reorganization goals of replacing older inefficient aircraft types and right-sizing the Debtors' fleet, while also creating over \$1 billion of rejection damages claims that would substantially dilute creditor recoveries. Assuming those agreements would have burdened the estates with expensive excess aircraft and a corresponding unfinanced capital expenditure commitment.

5. Instead, the series of interconnected arrangements described in this Motion will, consistent with the Debtors' business plan, amend the Boeing Agreement to reduce both the number of aircraft the Debtors acquire, and the cost of each aircraft to the Debtors. Pursuant to these arrangements, the Debtors will enter into or restructure sale and leaseback transactions for each of the twenty (20) Aircraft to be acquired from Boeing, each at attractive lease rates (without additional capital expenditures to be made by the Debtors towards such Aircraft). Each relevant sale leaseback agreement and financing agreement provides terms that the Debtors believe are highly favorable in order to match the needs under the new Boeing Agreement. The Transactions will also include

modifications to long-term maintenance and overhaul arrangements (including the purchase of spare engines to meet the minimum requirements of these arrangements) for the subject engines updated to reflect the Debtors' adjusted future Boeing 737MAX fleet size and reductions of lease rates relating to four (4) Boeing 737MAX aircraft which had previously been delivered to Aerovías. In conjunction with renegotiating agreements with various financing or sale leaseback Counterparties for the twenty (20) new Boeing 737MAX Aircraft, the Debtors are now also reaching separate agreements with those Counterparties and others addressing long-term treatment of additional aircraft in the Debtors' fleet. Finally, the Debtors are resolving numerous disputed Counterparty prepetition claims.

6. The benefits derived from these Transactions are extremely significant. Specifically, the Debtors will (a) retain many millions of dollars of value of prior prepetition investments made for the acquisition and operation of Boeing 737MAX aircraft, including investments related to the purchase obligations that will be terminated; (b) restructure non-Debtor loans made to finance pre-delivery payments (“PDPs”)<sup>4</sup> for the acquisition of the Aircraft, thereby permitting Aerovías to reacquire the right to purchase the Aircraft and sell them to their SLB Counterparties; and (c) obtain sale and leaseback financing from the SLB Counterparties (or amend terms of existing sale and leaseback financing agreements) for all the Aircraft, in each case on very favorable terms

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<sup>4</sup> Aircraft purchase agreements typically require purchasers to make scheduled payments to the manufacturer prior to the delivery of the aircraft. In a typical PDP financing transaction, a lender advances a loan to an aircraft purchaser for the purpose of making these payments when due to the manufacturer. These loans are generally secured by means of a collateral assignment of the borrower's right to purchase the aircraft under such aircraft purchase agreement. A PDP loan typically matures on the earlier to occur of the actual delivery date for the relevant aircraft and a date certain after the scheduled delivery date, to allow for some, but not indefinite, delivery delays. During the term of these loans, the borrower pays periodic interest to the lender (and usually repays all remaining interest plus principal with the proceeds of long-term financing for the purchase of the aircraft upon delivery).

for the Debtors. The Debtors' ability to avoid rejecting the Boeing Agreement (and Boeing's negotiated reduction of prepetition damages claims) also significantly reduces the size of the unsecured claims pool and avoids massive amounts of rejection damages claims (and complex litigation over those claim amounts). Accordingly, entering into such Agreements represents an important achievement for the Debtors and is in the best interests of their estates and economic stakeholders. The Transactions should therefore be approved.

### **Relief Requested**<sup>5</sup>

7. By this Motion, and pursuant to sections 105(a), 362, 363(b), 365(a), and 502 of chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"), and Bankruptcy Rule 9019, the Debtors seek entry of the Proposed Orders (a) approving the compromises reflected in the Agreements; (b) granting authorization to (i) implement certain aircraft-related Transactions evidenced by the Agreements annexed to each Proposed Order and (ii) enter into such Agreements; (c) authorizing the Debtors to assume the applicable Agreements; (d) authorizing long-term sale leaseback financing for the Aircraft; (e) authorizing the Amended PDP Financing Arrangements and repayment of such financing upon delivery of each aircraft; (f) authorizing entry into amendments to existing long-term engine maintenance agreements with GE Engine Services, LLC ("**GE Engines**") and CFM International, Inc. ("**CFM**"); (g) approving each of the other transactions relating to the Boeing Transactions, and (h) approving the settled claim amounts, as further set forth in the Proposed Orders.

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<sup>5</sup> Each capitalized term used in this section but not otherwise defined herein shall have the meaning ascribed to it in this Motion.

8. As described above, and in further detail below, the majority of these proposed Transactions relate to the Debtors' acquisition of twenty (20) new Boeing 737MAX aircraft manufactured by Boeing (the "**Aircraft**"). The remaining transactions with the Counterparties involve other aircraft or engines that are integral components of the Boeing Transaction. For ease of reference, the following table sets forth the corresponding exhibit tab of each Proposed Order attached hereto, the Counterparty (or Counterparties) to which each Proposed Order pertains, a general summary of the relief sought in each Proposed Order (including the specific Agreements and Transactions approved therein), and a high-level summary of the benefits that the Debtors will obtain from the Agreements approved by each Proposed Order:

<b>Exhibit of Proposed Order</b>	<b>Counterparty</b>	<b>Relief Requested</b>	<b>Summary of Benefits of Relevant Agreements</b>
<b><i>A</i></b>	<b><i>Boeing</i></b>	Authorization to assume the Amended Boeing Agreement for the acquisition of the Aircraft.	(a) Reduced order size; (b) improved purchase prices, which reduce long-term leasing costs of the aircraft via favorable SLB Arrangements; (c) reductions of prepetition claims by Boeing; and (d) agreement to a delivery schedule matching anticipated future capacity requirements.
<b><i>B</i></b>	<b><i>Clover</i></b>	Authorization to (i) enter into amendments to prepetition sale and leaseback transaction agreements, resulting in the purchase and leaseback to Aerovías of seven (7) new Boeing 737MAX Aircraft; and in	(a) Sale and leaseback transactions which cover seven (7) of the new Boeing 737MAX Aircraft at favorable lease rates; (b) significant

Exhibit of Proposed Order	Counterparty	Relief Requested	Summary of Benefits of Relevant Agreements
		respect thereof to enter into certain purchase agreement assignments, and operating leases related thereto, (ii) assume a guarantee to Boeing for the purchase of the Aircraft, (iii) enter into a keep-well agreement for the benefit of the purchaser, and (iv) amend and assume certain leases for other aircraft already in the Debtors' fleet.	reductions in rents to current market levels on existing aircraft in the fleet; and (c) continuation of non-Debtor pre-delivery payment financing facilitates delivery from Boeing to Aerovías without requiring Aerovías to invest additional capital in PDP Loan payments.
<b>C</b>	<b>JSA</b>	Authorization to (i) enter into amendments to prepetition sale and leaseback transactions, resulting in the purchase and leaseback to Aerovías of three (3) new Boeing 737MAX Aircraft, and the termination of sale and leaseback arrangements for a fourth Aircraft (which will be acquired by AerCap and leased to Aerovías) and in respect thereof to assume or enter into, as applicable, certain purchase agreement assignments, and operating leases (and to amend such leases) related thereto; (ii) assume a guarantee to Boeing for the purchase of the Aircraft; (iii) enter into a keep-well agreement for the benefit of the purchaser; and (iv) amend and assume certain leases for other aircraft already in the Debtors' fleet.	(a) Sale and leaseback transactions which cover three (3) of the new Boeing 737MAX Aircraft at favorable lease rates; (b) significant reductions in rents to current market levels on existing aircraft in the fleet; and (c) continuation of non-Debtor pre-delivery payment financing facilitates delivery from Boeing to Aerovías without requiring Aerovías to invest additional capital in PDP Loan payments.
<b>D</b>	<b>SMBC/Natixis</b>	Authorization to (i) enter into amendments to prepetition sale and leaseback transactions resulting in the termination of sale and leaseback arrangements	(a) Continuation of PDP financing facilitates delivery from Boeing to Aerovías without requiring Aerovías to



Exhibit of Proposed Order	Counterparty	Relief Requested	Summary of Benefits of Relevant Agreements
		for six (6) new Boeing 737MAX aircraft to effectuate the AerCap Transactions; (ii) issue a new guarantee to SMBC/Natixis guaranteeing repayment of PDP financing; (iii) assume certain guarantees relating to the purchase of the aircraft and PDP financing; and (iv) enter into a keep-well agreement for the benefit of the purchaser.	invest additional capital in PDP Loan payments, and (b) agreed terms will allow for sale leaseback financing for the purchase of the Aircraft upon delivery.
<i>E</i>	<i>Santander and Carlyle</i>	<p><i>Santander</i></p> <p>Authorization to (i) repay PDP Loans made by Santander and secured by a lien over the purchase rights for three (3) Boeing 737MAX Aircraft and a cash collateral account, with the proceeds of the purchase price paid by the new lessor of such Aircraft (AerCap) and application of the amounts remaining in the cash collateral account; and (ii) enter into agreements providing for the release of the liens over the right to purchase the three (3) relevant Boeing 737MAX Aircraft and the reassignment of those rights to Aerovías to facilitate sale and leaseback transactions with AerCap for such Aircraft.</p> <p><i>Carlyle</i></p> <p>Authorization to enter into agreements providing for the release of liens over the right to purchase two (2) Boeing 737MAX Aircraft and the reassignment of those rights to</p>	(a) Continuation of PDP financing facilitates delivery from Boeing to Aerovías without requiring Aerovías to invest additional capital in PDP Loan payments, and (b) agreed terms will allow for sale leaseback financing for the purchase of the Aircraft upon delivery.

<b>Exhibit of Proposed Order</b>	<b>Counterparty</b>	<b>Relief Requested</b>	<b>Summary of Benefits of Relevant Agreements</b>
		Aerovías to facilitate sale and leaseback transactions with JSA for such Aircraft.	
<b><i>F</i></b>	<b><i>AerCap</i></b>	Authorization to (i) enter into sale and leaseback transactions for certain Aircraft, including aircraft purchase agreements, purchase assignment agreements, and operating leases related thereto; and (ii) assume certain leases for other aircraft already in Aerovías' fleet.	(a) Sale and leaseback transactions which cover ten (10) of the new Boeing 737MAX Aircraft at favorable lease rates; and (b) significant reductions in rents to current market levels for five (5) Boeing 787 aircraft, including for two (2) new Boeing 787-9 aircraft to be delivered to Aerovías.
<b><i>G</i></b>	<b><i>GE and CFM</i></b>	Authorization to assume amended Engine Maintenance Agreements relating to the Aircraft and other aircraft in Aerovías' fleet and to acquire additional spare engines in accordance with the requirements thereof.	(a) Reduce order size and contracted number of engines in the fleet to match the number of Boeing 737MAX aircraft on order; and (b) structure improved terms and ability to retain or return to prepetition maintenance compensation rates as Boeing 737MAX fleet grows.
<b><i>H</i></b>	<b><i>AerCap</i></b>	Amended "power by the hour" stipulation for a Boeing 787-8 aircraft leased by Aerovías from AerCap.	Continued cost savings relative to the Debtors' obligations under section 365(d)(5) of the Bankruptcy Code.

## **Background**

### **A. General Background**

9. On June 30, 2020 (the “**Petition Date**”), the Debtors each commenced in this Court a voluntary case (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code. The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

10. The Debtors’ Chapter 11 Cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b). *See Order Directing Joint Administration of Chapter 11 Cases* [ECF No. 30].

11. On July 13, 2020, the United States Trustee for the Southern District of New York (the “**U.S. Trustee**”) appointed the Official Committee of Unsecured Creditors (the “**Committee**”) pursuant to section 1102 of the Bankruptcy Code. *See Notice of Appointment of Official Committee of Unsecured Creditors* [ECF No. 92]. No trustee or examiner has been appointed in the Chapter 11 Cases.

12. Detailed information regarding the Debtors’ business, capital structure, and the circumstances leading to the commencement of these Chapter 11 Cases, is set forth in the *Declaration of Ricardo Javier Sánchez Baker in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [ECF No. 20], filed with the Court on the Petition Date.

13. As this Court is aware, the Debtors are engaged in a multistage process to analyze their anticipated aircraft needs and take steps to optimize the size and composition of their operating fleet on the most favorable terms available.

**B. The Amended Purchase Agreement with Boeing**

14. In 2012, Debtor Aerovías de México, S.A. de C.V. (“**Aerovías**” or the “**Lessee Debtor**”) entered into a purchase agreement (the “**Boeing Agreement**”) with Boeing wherein, among other things, Boeing agreed to manufacture, and Aerovías agreed to purchase, numerous new Boeing 737MAX aircraft over a multiyear period. In contemplation of the commencement of deliveries of the aircraft under the Boeing Agreement, in 2017, Aerovías entered into sale and leaseback transactions with various entities. These transactions were intended to facilitate the financing of the pre-delivery payments to Boeing and result in the ultimate purchase of the initial tranche of aircraft to be delivered under the Boeing Agreement (and the lease of such aircraft to Aerovías on an operating lease basis). Additionally, in 2017, Aerovías entered into Prepetition PDP Financing Arrangements (as defined herein) for three (3) additional Boeing 737MAX aircraft with Banco Santander (as defined herein). In March 2020, Aerovías entered into Prepetition PDP Financing Arrangements for one (1) Boeing 787-9 aircraft with Carlyle (as defined herein). As part of the Boeing 787-9 PDP financing, and in anticipation of the refinancing of the Prepetition PDP Financing Arrangements for two (2) Boeing 737MAX Aircraft, Aerovías granted the lender a lien over the purchase rights for the two (2) Boeing 737MAX Aircraft. In March 2019, after Aerovías had taken delivery of only six (6) Boeing 737MAX aircraft, safety concerns led aviation authorities around the world to temporarily suspend service of all Boeing 737MAX aircraft. The suspension halted all manufacturing and subsequent deliveries of the Boeing 737MAX for over a year. In December 2020, after the Debtors had commenced their Chapter 11 Cases, most aviation authorities lifted the suspension order and provided a process for Boeing 737MAX aircraft to be re-certified for commercial service.

15. After extensive arm's-length negotiations, including consultation with professionals to the Committee, the DIP Lenders,<sup>6</sup> and the Ad Hoc Group,<sup>7</sup> Aerovías and Boeing have reached agreement on an amendment to the Boeing Agreement (the “**Amended Boeing Agreement**”). Among other things, the Amended Boeing Agreement:

- reduces the number of remaining Boeing 737MAX aircraft to be delivered under the Boeing Agreement;
- revises the delivery schedule for the Aircraft to match the anticipated capacity needs of Aerovías over the next two years;
- provides Aerovías with significant financial incentives to acquire the Aircraft, as well as certain additional rights in the event the delivery of any Aircraft is further delayed beyond its newly agreed scheduled delivery months; and
- provides that Aerovías will assume leases from internationally recognized aircraft leasing companies for four (4) additional new Boeing 787-9 aircraft, which Aerovías had previously entered into before the Petition Date.

16. As set forth above and in the Craine Declaration, the addition of the Aircraft to Aerovías’ fleet constitutes a major milestone in the Debtors’ fleet rationalization and modernization process. The Debtors and their advisors have concluded that (a) the terms of the Amended Boeing Agreement represent the most favorable terms available, and (b) entry into the Amended Boeing Agreement is in the best interest of the Debtors, their estates, and their stakeholders. The Amended Boeing Agreement is annexed to **Exhibit A** of this Motion (the “**Proposed Boeing Order**”).

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<sup>6</sup> As used in this Motion, “DIP Lenders” refers to those identified in this Court’s *Final Order Granting Debtors’ Motion to (I) Authorize Certain Debtors in Possession to Obtain Post-Petition Financing; (II) Grant Liens and Superpriority Administrative Expense Claims to DIP Lenders; (III) Modify Automatic Stay; and (IV) Grant Related Relief* [ECF No. 527].

<sup>7</sup> As used in this Motion, “Ad Hoc Group” refers to those identified in the *Verified Statement of the Ad Hoc Group of Senior Noteholders Pursuant to Bankruptcy Rule 2019* [ECF No. 390].

**C. The Ancillary Agreements in Support of the Amended Boeing Agreement**

17. To effectuate the Amended Boeing Agreement, Aerovías is proposing to enter into several other Transactions and Agreements for the sale and leaseback financing of the Aircraft. All of the Agreements are interdependent and constitute an integrated resolution of all issues arising under the Boeing Agreement as amended, one of the largest and most important executory contracts in these Chapter 11 Cases. Aerovías further proposes to enter into other ancillary Agreements related to the acquisition of the Aircraft.

18. *First*, as described in further detail below, prior to the Petition Date, certain parties (the “**SLB Counterparties**”) entered into highly structured sale and leaseback arrangements with Aerovías pursuant to which the SLB Counterparties agreed to (a) purchase Aircraft and lease them back to Aerovías and (b) provide funding for all or a significant portion of the pre-delivery payments due for the purchase of the Aircraft from Boeing (the “**Prepetition SLB Arrangements**”). While the structure of the Prepetition SLB Arrangements varies somewhat for each SLB Counterparty, the Prepetition SLB Arrangements generally provided that Aerovías would assign the rights and obligations to purchase the Aircraft from Boeing to a specified Irish special-purpose entity. Each Irish company subsequently entered into an installment purchase agreement (each, an “**IPA**”) with the applicable SLB Counterparty, pursuant to which the SLB Counterparty agreed to purchase the Aircraft and lease them back to Aerovías pursuant to operating leases. The IPA obligated the SLB Counterparty to pay (a) a portion of the purchase price of the Aircraft in installments and (b) the balance at delivery of the Aircraft. The Irish company used such installment payments to pay all or a portion of the PDPs due under the assigned Boeing purchase agreement. In substance, the installment

payments were loans to the Irish company, and the Irish company was obligated to pay a periodic discount amount (interest) to the SLB Counterparty on the outstanding amount of the installment payments. Prior to the Petition Date, Aerovías funded the interest payments and, in certain of the Prepetition SLB Arrangements financing transactions, the portion of the PDPs not covered by installment payments, with subordinated loans to the Irish company. The Irish company collaterally assigned rights in the assigned Boeing purchase agreement to the relevant SLB Counterparty to secure its obligations under the IPA. Aerovías (a) provided guarantees, to the SLB Counterparties, of the obligations of the Irish companies under the relevant IPA, and (b) issued guarantees to Boeing covering the obligations of the Irish companies under the relevant assigned Boeing purchase agreement. Accordingly, Aerovías is seeking approval of certain modifications to the Prepetition SLB Arrangements (the “**Amended SLB Arrangements**”) for the Aircraft and authorization to assume its guarantees (or issue new guarantees) in respect of the Amended SLB Arrangements.

19. *Second*, as described in further detail below, prior to the Petition Date, certain parties entered into structured agreements with Aerovías to provide Aerovías with financing to fund a significant portion of the pre-delivery payments due for the purchase of the Aircraft from Boeing (the “**Prepetition PDP Financing Arrangements**,” and the loans extended thereunder, the “**PDP Loans**,” and the counterparties under the Prepetition PDP Financing Arrangements, the “**PDP Counterparties**”). Under a typical Prepetition PDP Financing Arrangement, the rights to purchase the Aircraft are assigned to special-purpose borrower entities that in turn collaterally assigned such purchase rights to the relevant PDP Counterparties to secure the PDP Loans. In order to implement the

AerCap Transactions (as defined below) and certain of the Amended SLB Arrangements for the Aircraft described below, Aerovías is seeking approval of certain modifications to the Prepetition PDP Financing Arrangements (the “**Amended PDP Financing Arrangements**”) for the Aircraft.

20. *Third*, Aerovías has negotiated agreements documenting a newly contemplated sale and leaseback transaction with AerCap Ireland Limited (“**AerCap**”) for ten (10) Boeing 737MAX Aircraft (the “**AerCap Arrangements**,” and the transactions contemplated thereby, the “**AerCap Transactions**”). Pursuant to the AerCap Arrangements, Aerovías will sell the applicable Aircraft to AerCap, who will simultaneously lease the Aircraft back to Aerovías on an operating lease basis.

21. *Fourth*, as described in further detail below, Aerovías has agreed to amend and assume various agreements relating to the servicing and maintenance of the engines that power its Boeing 737MAX and Boeing 787 aircraft fleets, and to commit to purchase spare engines thereunder to meet the requirements of such agreements (the “**Engine Maintenance Agreements**,” and the counterparties under the Engine Maintenance Agreements, the “**Engine Maintenance Counterparties**,” and together with Boeing, the PDP Counterparties, and the SLB Counterparties, the “**Counterparties**”).

22. *Fifth*, in conjunction with entry into new or amended Agreements with certain SLB Counterparties and AerCap, the parties agreed to execute definitive documentation for amendment and assumption by Aerovías of lease agreements related to aircraft that are not among the Aircraft subject to the Amended Boeing Agreement (these agreements, together with the Amended Boeing Agreement, the Amended SLB



Arrangements the Amended PDP Financing Arrangements, the AerCap Arrangements, and the Engine Maintenance Agreements, the “**Agreements**”).

**(a) The Amended SLB Arrangements**

23. Each of the Aircraft is subject to Prepetition SLB Arrangements and/or a Prepetition PDP Financing Arrangements. Each of the Prepetition SLB Arrangements and the Prepetition PDP Financing Arrangements provides PDP financing for Aerovías’ acquisition of new aircraft from Boeing. In the case of the Prepetition SLB Arrangements, the PDP financing is embedded within the sale, purchase, and assignment arrangements with the respective SLB Counterparties.

24. Under the Prepetition SLB Arrangements, prior to the Petition Date, the rights to purchase the Aircraft were assigned to various special-purpose entities, which in turn (a) collaterally assigned such purchase rights to the relevant PDP Counterparties to secure the PDP Loans, or (b) further assigned the purchase rights to a third party that reimbursed previously paid or then-owing pre-delivery payments and assumed all payment obligations going forward, including the payment of pre-delivery payments, thereby providing a payment stream and ongoing commitments that had the same practical effect as a PDP loan. In order to implement the SLB Transactions described in the Boeing Motion, the SMBC/Natixis Prepetition SLB Transactions (as described herein) must be modified so that, among other things, the purchase rights for the six (6) Aircraft which are subject to such Transactions revert to Aerovías. This will, in turn, enable Aerovías to assign such rights to the applicable SLB Counterparties. The Clover and JSA Prepetition SLB Arrangements must be modified as described below to reflect certain changes agreed by the parties (e.g. new delivery dates, repayment terms, purchase prices, lease rates). Accordingly, in order to effectuate the Transactions, the Debtors are

seeking entry of the Proposed Orders which relate to each of the following SLB Counterparties:

(i) *Clover Aviation Capital*

25. Prior to the Petition Date, an affiliate of Clover Aviation Capital (“**Clover**”) entered into Prepetition SLB Arrangements for ten (10) of the Aircraft (three (3) of which were purchased and leased to Aerovías prior to the Petition Date).

26. Under Clover’s Prepetition SLB Arrangements, Aerovías assigned its purchase rights for seven (7) Aircraft to Mexican Dragon Aircraft Holdings Limited, an independent Irish special-purpose company (“**Mexican Dragon**”). In exchange for the assignment, Mexican Dragon agreed to (a) reimburse Aerovías for the PDPs that Aerovías previously paid or that were then owing to Boeing, and (b) assume all of the obligations to Boeing for such Aircraft going forward, including the payment of the PDPs. Mexican Dragon in turn agreed to sell the seven (7) Aircraft to Clover on an installment sale basis under an IPA (the “**Mexican Dragon IPA**”). The Mexican Dragon IPA obligates Clover to (a) lease the aircraft to Aerovías at delivery on an operating lease basis on terms agreed in a form of operating lease attached to the IPA and (b) make installment payments, which Mexican Dragon used to pay a portion of the PDPs payable by Mexican Dragon to Boeing under the assigned Boeing Agreement. The remaining portion of the of the PDPs, the discount amount (interest) in respect of the balance of the installment payments, and Mexican Dragon’s general corporate expenses were funded by Aerovías under a subordinated note subscription agreement with Mexican Dragon. Aerovías guaranteed the obligations of Mexican Dragon under both the Mexican Dragon IPA and assigned Boeing Agreement.

27. In order to implement the Transactions, Clover's Prepetition SLB Arrangements will be revised to (a) reflect the new delivery dates and purchase prices for the Aircraft under the Clover-Mexican Dragon IPA and the Mexican Dragon-Boeing assigned purchase agreement; (b) reflect certain changes to the specific aircraft serial numbers for the Aircraft subject to such agreements; (c) (i) terminate the obligation of Mexican Dragon to pay any discount amount (interest) accruing on or after the Petition Date, (ii) provide that no fees of Clover and its affiliates will be paid in respect of the implementation of the Amended SLB Arrangements, and (iii) grant Clover a general unsecured claim for such interest and fees against the Debtor's estate; (d) provide for the assumption of the Aerovías guarantees in favor of Clover in respect of the obligations of Mexican Dragon under the Mexican Dragon IPA and in favor of Boeing in respect of the obligations of Mexican Dragon under the assigned Boeing purchase agreement; (e) require Aerovías to enter into new leases for the Aircraft with Clover, or a Clover affiliate, as lessor; (f) provide for Aerovías to assume the subordinated note subscription agreement; (g) provide for Aerovías to assume the purchase agreement with Mexican Dragon for buyer-furnished equipment to be incorporated into the Aircraft; and (h) provide for the execution and delivery of a keep-well agreement in favor of Mexican Dragon. Accordingly, the Proposed Order relating to Clover, attached hereto as "**Exhibit B**" (the "**Proposed Clover Order**"), (a) authorizes the foregoing Transactions and (b) approves the Clover Amended SLB Arrangements annexed thereto.

(ii) *Jackson Square Aviation*

28. Prior to the Petition Date, Jackson Square Aviation ("JSA") agreed to provide pre-delivery payment and sale-leaseback financing for five (5) Boeing 737MAX aircraft, of which one aircraft was subsequently delivered and is currently in Aerovías'

fleet. Under the JSA Prepetition SLB Arrangements, Aerovías assigned its right to purchase the five aircraft to Caballero Aguila Aircraft Holdings Company, an independent Irish special-purpose entity (“**Caballero**”). In exchange for the assignment, Caballero agreed to (a) reimburse Aerovías for the PDPs that Aerovías previously paid or that were then owing to Boeing and (b) assume all of the obligations to Boeing for such Aircraft going forward, including the payment of the PDPs. Caballero in turn agreed to sell each of the five aircraft to an owner trust (the beneficiary of which is JSA) under the IPA among Caballero as seller, Aerovías as seller guarantor, such owner trusts as purchasers, and JSA as purchaser guarantor (the “**Caballero IPA**”). The Caballero IPA obligates the owner trusts to lease the aircraft to Aerovías at delivery on an operating lease basis pursuant to operating leases between such owner trusts and Aerovías (the “**JSA/Aerovías Leases**”). The installment payments made in accordance with the terms of the Caballero IPA are used to fund PDPs payable by Caballero to Boeing under the assigned Boeing Agreement, and the discount amount (interest) in respect of the balance of the installment payments made by Caballero to the owner trusts before the Petition Date. Caballero’s general corporate expenses were funded by Aerovías under a subordinated note subscription agreement with Caballero. Moreover, Aerovías guaranteed the obligations of Caballero under the Caballero IPA and assigned Boeing purchase agreement.

29. In order to implement these Transactions, JSA’s SLB Financing Arrangements must be revised to (a) reflect the new delivery dates and purchase prices for the Aircraft under the Caballero IPA and the Caballero-Boeing assigned purchase agreement; (b) reflect certain changes to the specific aircraft serial numbers for the

Aircraft subject to such agreements, and terminate the obligation to sell and purchase one of the Aircraft (the “**Terminated Aircraft**”) under such agreements and lease the Terminated Aircraft; (c) (i) terminate the obligation of Caballero to pay the discount amount (interest) accruing on or after the Petition Date, (ii) provide that no fees of JSA, the owner trusts, or their affiliates will be paid in respect of the implementation of the Amended SLB Arrangements, and (iii) give JSA and the owner trusts a general unsecured claim for such interest and fees against the applicable Debtor’s estate; (d) provide for the assumption of the Aerovías guarantees in favor of JSA and the owner trusts in respect of the obligations of Caballero under the Caballero IPA and in favor of Boeing in respect of the obligations of Caballero under the assigned Boeing purchase agreement; (e) provide for Aerovías to assume and amend the leases for the Aircraft (other than the lease in respect of the Terminated Aircraft) with the owner trusts as lessors under the relevant leases; (f) provide for Aerovías to assume the subordinated note subscription agreement; (g) provide for Aerovías to assume the purchase agreement with Caballero for buyer-furnished equipment to be incorporated into the Aircraft; and (h) provide for the execution and delivery of a keep-well agreement in favor of Caballero. Accordingly, the Proposed Order relating to JSA, attached hereto as **Exhibit C** (the “**Proposed JSA Order**”), (a) authorizes the foregoing Transactions and (b) approves the JSA Amended SLB Arrangements annexed thereto.

*(iii) SMBC / Natixis*

30. Prior to the Petition Date, Sumitomo Mitsui Banking Corporation Brussels Branch (“**SMBC**”) and Natixis S. A. (“**Natixis**”) agreed to provide pre-delivery payment financing for ten (10) Boeing 737MAX aircraft. SMBC Aviation Capital Limited (“**SMBC AC**”) agreed to purchase such aircraft upon delivery from Boeing and lease

them to Aerovías. Two of these aircraft have been delivered and are currently in Aerovías' fleet, while two were removed from the SMBC/Natixis Prepetition SLB Arrangements (and are now subject to the Carlyle Prepetition PDP Financing Arrangements, as described herein).

31. Under the SMBC/Natixis Prepetition SLB Arrangements, Aerovías assigned its right and obligation to purchase the ten (10) aircraft to Mayan Aircraft Holdings Company ("**Mayan**"), an independent Irish special-purpose company. In exchange for the assignment, Mayan agreed to (a) reimburse Aerovías for the PDPs that Aerovías previously paid, or that were then owing to Boeing, and (b) assume all of the obligations to Boeing for such aircraft going forward, including the payment of the PDPs. Mayan in turn agreed to sell each of the ten Aircraft to Sumidero Limited ("**Sumidero**"), another Irish special-purpose entity, under the IPA between Mayan as seller and Sumidero as purchaser (the "**Mayan IPA**"). The installment payments payable by Sumidero under the Mayan IPA pay a portion of the PDPs payable by Mayan to Boeing under the assigned Boeing purchase agreement. At delivery of each Aircraft, SMBC AC agreed to purchase that Aircraft and lease it to Aerovías on an operating lease basis.

32. Sumitomo and Natixis further agreed to provide PDP financing for the ten (10) Aircraft under a loan agreement among Sumitomo, Natixis, Sumidero, and certain other parties (the "**Loan Agreement**"), with loan disbursements matching the obligations of Sumidero to pay installment payments to Mayan under the Mayan IPA. The Mayan IPA in turn obligates Mayan to make payments to Sumidero at times and in amounts sufficient for Sumidero to meet its obligations under the Loan Agreement. Aerovías has agreed under a subordinated note subscription agreement to make advances to Mayan at

times and in amounts sufficient for Mayan to pay the remaining portion of the PDP amounts payable by Mayan under the IPA in respect of Sumidero's obligations under the Loan Agreement, including interest, and general corporate expenses. Aerovías guaranteed the obligations of Mayan under the Mayan IPA and under the assigned Boeing Agreement.

33. The SMBC/Natixis Prepetition SLB Arrangements must be amended to (a) provide for the termination of the obligations of Mayan and Sumidero to sell and buy the Aircraft under the Mayan IPA, and of Aerovías to sell to Mayan the buyer-furnished equipment for the Aircraft; (b) obligate Mayan to make payments under the Mayan IPA sufficient to repay the installment payments made by Sumidero for each of the remaining six Aircraft (which will in turn repay the loans made under the Loan Agreement) on the earlier of the delivery date of such Aircraft and an agreed period after the scheduled delivery month of that Aircraft; (c) confirm termination of SMBC AC's obligation to purchase and lease the Aircraft; (d) provide for the release of the liens of Sumidero and the lenders over the right to purchase each Aircraft from Boeing on the date the installment payments and loan in respect of that aircraft are repaid, and the reassignment to Aerovías of the right to purchase that Aircraft from Boeing, so that Aerovías may then sell the Aircraft to AerCap under the AerCap Arrangements; (e) reflect the new scheduled delivery months for the Aircraft under the Mayan IPA, and new scheduled delivery months and purchase prices for the Aircraft under the Mayan-Boeing assigned purchase agreement; (f) reflect certain changes to the specific aircraft serial numbers for the Aircraft subject to such agreements; (g) (i) terminate the obligation of Mayan and Sumidero to pay interest accruing on or after the Petition Date, (ii) provide that no fees of

SMBC and Natixis will be paid in respect of the implementation of the Amended SLB Arrangements, and (iii) give SMBC and Natixis a general unsecured claim for such interest and fees against the applicable Debtor's estate; (h) provide for the issuance of a new guarantee by Aerovías to SMBC and Natixis in respect of the obligations of Sumidero under the Loan Agreement as amended, and the assumption of the Aerovías guarantees in favor of Sumidero in respect of the obligations of Mayan under the Mayan IPA and in favor of Boeing in respect of the obligations of Caballero under the assigned Boeing purchase agreement; (i) provide for Aerovías to assume the subordinated note subscription agreement; and (j) provide for the execution and delivery of a keep-well agreement in favor of Caballero. Accordingly, the Proposed Order relating to SMBC and Natixis, attached hereto as **Exhibit D**, authorizes the foregoing amendments and termination through the Agreements annexed thereto.

***(b) The Amended Prepetition PDP Financing Arrangements***

34. Each of the Aircraft is subject to Prepetition SLB Arrangements or Prepetition PDP Financing Arrangements. Each of the Prepetition PDP Financing Arrangements provides PDP financing for Aerovías' acquisition of new aircraft from Boeing.

35. Similar to the Prepetition SLB Arrangements described above, under the Prepetition PDP Financing Arrangements, the rights to purchase the Aircraft were assigned to various special-purpose entities prior to the Petition Date, which in turn collaterally assigned such purchase rights to the relevant PDP Counterparties to secure the PDP Loans. In order to implement certain of the SLB Transactions described in this Motion, the PDP Financing Arrangements must be modified so that, among other things, the purchase rights for certain Aircraft that are subject to liens in favor of the PDP lenders



will be released and revert to Aerovías. This will, in turn, enable Aerovías to assign such rights to the applicable SLB Counterparties. Accordingly, in order to effectuate the Transactions, the Debtors are seeking entry of the Proposed Orders which relate to each of the following PDP Counterparties:

(i) *Banco Santander México, S.A.*

36. Prior to the Petition Date, Banco Santander México, S.A., Institución de Banca Múltiple, Grupo Financiero Santander México (“**Santander**”), led a group of banks, including two other lenders (SABCapital, S.A. de C.V. SOFOM, E.R., and Banco Nacional de Comercio Exterior, S.N.C., Institución de Banca de Desarrollo), that agreed to provide PDP financing for three (3) of the Aircraft (the “**Santander PDPs**”). In connection with the Santander transaction, Aerovías assigned the right to purchase the relevant Aircraft to a special-purpose Mexican trust, which in turn borrowed funds from the above-referenced lenders to reimburse Aerovías for PDPs previously paid or then owing to Boeing and to make future PDPs for such Aircraft. In order to effectuate certain SLB Transactions described below, Aerovías must repay the Santander PDP Loans upon delivery of each Aircraft from Boeing, and Santander (as collateral agent) will release its lien over the purchase rights upon receipt of such payment so that they may be assigned back to Aerovías (and then to AerCap, the SLB Counterparty for these Aircraft). Accordingly, the Proposed Order relating to the Santander PDPs, attached hereto as **Exhibit E**, authorizes the foregoing Transactions and approves the Amended PDP Financing Arrangements annexed thereto.

(ii) *Carlyle Aviation Partners*

37. Prior to the Petition Date, an entity controlled by an affiliate of Carlyle Aviation Management LLC (“**Carlyle**”) agreed to provide PDP financing to Aerovías for

two (2) Boeing 737MAX aircraft and one (1) Boeing 787-9 aircraft. At the closing of the financing of the Boeing 787-9 PDPs, Aerovías assigned the right to purchase the two (2) Boeing 737MAX's to an Irish entity called Runway PDP Borrower Irish Designated Activity Company, which in turn collaterally assigned such rights to the entity that provided the Boeing 787 PDP loan, Runway PDP Lender One LLC. This was done in anticipation of the PDP financing for the 737MAX aircraft closing soon thereafter. However, the financing for the Boeing 737MAX aircraft never closed. The parties have agreed to unwind the Boeing 737MAX assignments to permit the sale of these Boeing 737MAX aircraft to a new lessor. Accordingly, the Proposed Order relating to Carlyle, attached hereto as **Exhibit E**, authorizes Aerovías to unwind this assignment.

*(c) The AerCap Arrangements*

38. AerCap has agreed to sale-leaseback transactions for ten (10) of the Aircraft. Under the SLB Arrangements with AerCap, at the time that each such Aircraft is delivered by Boeing, Aerovías will (a) ensure that the right to purchase each Aircraft is reassigned to Aerovías from the relevant PDP Counterparties as described above, and (b) assign such rights to AerCap (or its nominee). AerCap will in turn commit to purchase the Aircraft and lease such Aircraft back to Aerovías on the applicable delivery dates. In connection therewith, Aerovías has negotiated a sale and purchase agreement with AerCap in respect of the ten (10) Aircraft and long-term operating leases for these Aircraft with AerCap (or its nominee). Accordingly, the Proposed Order relating to AerCap, attached hereto as **Exhibit F** (the “**Proposed AerCap Order**”) (a) authorizes the foregoing AerCap Transactions and (b) approves the AerCap Arrangements annexed thereto (as well as certain other Agreements described below).

*(d) The Engine Maintenance Agreements*

39. As a result of the grounding of the Boeing 737MAX fleet and the global pandemic that followed, Aerovías' fleet of Boeing 737MAX and Boeing 787 aircraft will grow at a significantly slower pace than was originally anticipated. In order to reflect this new reality, Aerovías must make corresponding changes to its long-term maintenance and spare engine agreements for the engines that power its Boeing 737MAX and Boeing 787 fleets. Without such changes, the economic and operational terms and technical provisions of its existing maintenance and spare engine agreements for Boeing 737MAX and Boeing 787 aircraft would not be commercially viable. In fact, Aerovías could not meet certain requirements under such arrangements, in their existing form, and the cost of engine maintenance would increase substantially.

40. Moreover, it is a condition precedent to the obligation to accept delivery of the additional Aircraft from Boeing that these agreements be in place. Aerovías will enter into amendments with the Engine Maintenance Counterparties, GE Engines and CFM, to ensure that the terms of the engine maintenance arrangements match the anticipated aircraft fleet size (including the number of spare engines required to support the fleet). Accordingly, the Proposed Order relating to the Engine Maintenance Agreements, attached hereto as **Exhibit G** (the “**Proposed Engine Maintenance Order**”), (a) authorizes the foregoing Transactions and (b) approves the amended Engine Maintenance Agreements annexed thereto.

*(e) Agreements Relating to Additional Aircraft in Debtors' Current Fleet*

41. As part of the commercial agreements for the SLB Transactions, Aerovías also agreed to provisions with certain SLB Counterparties and AerCap with respect to

aircraft currently in the Debtors' fleet that are not directly related to the Amended Boeing Agreement. Under each of the amended leases described below, Aerovías will realize significant cost savings from the amended rent amounts contemplated therein, as the amended agreements contain terms and lease rates that are substantially more favorable to Aerovías than those in the prepetition agreements. Therefore, the Debtors request additional relief as described below:

(i) *AerCap Ireland Limited*

42. Aerovías is also seeking the Court's approval of the assumption of five (5) existing operating leases for each of the following five aircraft: two (2) Boeing 787-8 aircraft bearing manufacturer's serial numbers 35308 and 35312, and three (3) Boeing 787-9 aircraft bearing manufacturer's serial numbers 65092, 65102, and 65103, each as amended pursuant to the terms of the Other Agreements (as defined in the SLB Purchase and Sale Agreement). In addition, to address one existing AerCap aircraft that will not be assumed pursuant to the Proposed AerCap Order, Aerovías is seeking approval of an amended stipulation with AerCap (the "**Amended AerCap Stipulation**"). The Amended AerCap Stipulation provides for, among other things, the continuation of the "power by the hour" pricing arrangement memorialized in *Stipulation and Order Between Certain Debtors and Counterparties Concerning Certain Equipment* [ECF No. 402], which was approved by the Court on September 21, 2020, with slight adjustments described in the amended stipulation. Accordingly, the AerCap Proposed order also provides for the necessary authorizations to implement the foregoing Transactions. The proposed order relating to the remaining aircraft is annexed hereto as **Exhibit H**.

*(ii) Clover*

43. Aerovías is also seeking the Court's approval of the assumption of leases with Clover, each as amended pursuant to the terms of the Other Agreements (as defined in the SLB Purchase and Sale Agreement), for three (3) Boeing 737MAX aircraft which were delivered prior to the Petition Date and the related engines, parts, equipment, and appurtenances. Accordingly, the Proposed Clover Order also provides for the necessary authorizations to implement the foregoing Transactions.

*(iii) JSA*

44. Aerovías is also seeking the Court's approval of the assumption of leases with owner trusts, the beneficiary of which in each case is JSA, each as amended pursuant to the terms of the Other Agreements (as defined in the SLB Purchase and Sale Agreement), for (i) one (1) Boeing 737MAX aircraft which was delivered prior to the Petition Date, and the related engines, parts, equipment, and appurtenances and (ii) five (5) Boeing 737-800 aircraft that were delivered on lease prior to the Petition Date, and the related engines, parts, equipment, and appurtenances. Accordingly, the Proposed JSA Order also provides for the necessary authorization to implement the foregoing Transaction.

**D. The Negotiations**

45. As described above, the execution of the Amended Boeing Agreement and all other Agreements associated with the Transactions (including the Amended SLB Arrangements, the Amended PDP Financing Arrangements, the AerCap Arrangements, the Engine Maintenance Agreements, and the Agreements unrelated to the Aircraft) constitutes a significant milestone in the Debtors' fleet rationalization process. The Debtors, in consultation with their advisors, have worked tirelessly to renegotiate the

terms of the Amended Boeing Agreement and all other related Agreements in order to optimize their fleet structure, minimize cash outflows associated therewith, minimize resulting claims, and ultimately enable the Debtors to take a major step closer to implementing their long-term business plan.

46. These Agreements will provide significant benefits to the Debtors. As mentioned above, the Debtors will (i) retain the value of prior PDPs made for the acquisition and operation of Boeing 737MAX aircraft, including investments related to the purchase obligations that will be terminated; (ii) restructure arrangements made to fund pre-delivery payments for the acquisition of the Aircraft, thereby permitting Aerovías to reacquire the right to purchase the Aircraft and sell them to their SLB Counterparties; (iii) obtain sale and leaseback terms from the SLB Counterparties (or amend terms of existing sale and leaseback agreements, as applicable) for all the Aircraft; and (iv) restructure its engine maintenance contracts with the manufacturers of the engines that support its Boeing 787 and Boeing 737MAX fleets to reflect current market conditions and Aerovías' fleet plan in each case on very favorable terms for the Debtors, especially considering the current environment for air travel and its impact on the ability to finance the purchase of new aircraft on reasonable terms. The implementation of the Transactions will significantly advance the Debtors' short-term goals during their reorganization efforts, and will help the Debtors achieve their long-term fleet and business plan: to emerge from bankruptcy as a leading global airline.

47. Further, the Debtors, Boeing, the PDP Counterparties, the SLB Counterparties, the Engine Maintenance Counterparties, and their advisors negotiated the Agreements at arm's length and in good faith. Throughout the process, the Debtors have

consulted with professionals to the Committee, the DIP Lenders, and the Ad Hoc Group. The Debtors are confident that the Transactions contemplated by the Agreements maximize value for their estates and economic stakeholders. Thus, the Debtors respectfully request that the Court enter each of the Proposed Orders (a) approving the compromises reflected in the Agreements, including the claim settlements therein, (b) approving the Transactions and each corresponding Agreement, (c) authorizing the assumption of certain prepetition Agreements (or amended prepetition Agreements), including, but not limited to, the Boeing Agreement (as amended), and (d) approving the Amended PDP Financing Arrangements.

#### **Basis for Relief**

##### **A. The Court Should Approve the Entry into the Agreements and the Claim Settlements Under Bankruptcy Rule 9019**

48. The Boeing Agreement is one of the most important executory contracts in the Debtors' estates. Absent an agreed compromise with Boeing and the many other Counterparties, the Debtors would not have a viable plan for their current fleet, and would face the risk of creating over \$1 billion in rejection claims and operational uncertainty that would severely harm the Debtors' commercial and financial performance. As mentioned above, the Debtors and Boeing engaged in good-faith negotiations at arm's length, which led to an agreed amendment to the Boeing Agreement which significantly reduces the number of aircraft to be purchased, consistent with the Debtors' business plan. Importantly, Boeing agreed to substantially reduce any potential unsecured claims resulting from the termination of a substantial number of aircraft purchases. The Debtors also entered into various interlocking and interconnected transactions with other counterparties to finance and facilitate Aerovías' acquisition and

operation of the Aircraft. The Amended Boeing Agreement and each of the ancillary Agreements with the other Counterparties avoids what would almost certainly have been value-destructive and litigious disputes, which would surely stem from a rejection of the Boeing Agreement.

49. Moreover, as noted above, the Debtors have reached agreements with a number of Counterparties on the amounts of Counterparties' unsecured claims (the "**Claim Settlements**"). These Claim Settlements were negotiated at arm's length in consultation with professionals to the Committee and Ad Hoc Group and will save the Debtors considerable time and expense in their claim reconciliation process.

50. A court should exercise its discretion to approve the settlement "in light of the general public policy favoring settlements." *In re Hibbard Brown & Co.*, 217 B.R. 41, 46 (Bankr. S.D.N.Y. 1998). Indeed, courts in this district have made clear that "[a]s a general matter, 'settlements and compromises are favored in bankruptcy as they minimize costly litigation and further parties' interests in expediting the administration of the bankruptcy estate.'" *In re Republic Airways Holdings, Inc.*, 2016 WL 2616717, No. 16-10429 (SHL) at \*3 (Bankr. S.D.N.Y. May 4, 2016) (citing *In re Dewey & LeBouef LLP*, 478 B.R. 626, 640 (Bankr. S.D.N.Y. 2012)); *see also Motorola, Inc. v. Official Comm. of Unsecured Creditors (In re Iridium Operating LLC)*, 478 F.3d 452, 455 (2d Cir. 2007).

51. Under Bankruptcy Rule 9019 and governing case law, a court should approve a compromise or settlement where it makes an independent determination that the compromise or settlement is fair and equitable, reasonable, and in the best interests of the debtor's estate. *See, e.g., In re Republic Airways*, 2016 WL 2616717 at \*3; *see also Ionosphere Clubs, Inc. v. Am. Nat'l Bank & Trust Co. of Chicago (In re Ionosphere*



*Clubs, Inc.*), 156 B.R. 414, 426 (S.D.N.Y. 1993), *aff'd*, 17 F.3d 600 (2d Cir. 1994); *Nellis v. Shugrue*, 165 B.R. 115, 122–23 (S.D.N.Y. 1994). In so doing, a court may consider the opinions of the trustee or debtor in possession that the settlement is fair and equitable. *See id.*; *see also In re Purofied Down Prods. Corp.*, 150 B.R. 519, 522 (S.D.N.Y. 1993).

52. In assessing whether to approve a settlement, a court need not decide the issues of law and fact raised by the settlement, but rather should “canvass the issues and see whether the settlement fall[s] below the lowest point in the range of reasonableness.” *In re W.T. Grant Co.*, 699 F.2d 599, 608 (2d Cir. 1983) (alteration in original) (citations and quotations omitted). Put differently, “the court need not conduct a ‘mini-trial’ to determine the merits of the underlying litigation.” *In re Purofied Down Prods.*, 150 B.R. at 522.

53. “The ‘reasonableness’ of [a] settlement depends upon all factors, including probability of success, the length and cost of the litigation, and the extent to which the settlement is truly the product of ‘arms-length’ bargaining, and not fraud or collusion.” *In re Ionosphere Clubs, Inc.*, 156 B.R. at 428.

54. The Debtors respectfully submit that the compromises set forth in the Agreements, including the Claim Settlements, satisfy the range of reasonableness test described above. The global suspension of Boeing 737MAX services, the resulting halt to the manufacturing of such aircraft, and the subsequent disturbance to the Boeing Agreements’ delivery schedule led to a complex web of claims and counterclaims among Aerovías, Boeing, and the Counterparties. Rather than engage in costly and value-destructive litigation over the Debtors’ obligations and the Counterparties’ unsecured claim amounts, the Debtors have instead chosen to enter into the settlements documented

by the various Agreements. Moreover, as noted above, each of the Agreements is the product of arm's-length and good-faith bargaining. Finally, entry into the Claim Settlements will (a) eliminate the need for lengthy and costly claims disputes and (b) unlock millions of dollars in distributable value for the Debtors' unsecured creditors. Accordingly, the Debtors respectfully request that the Court approve the compromises in the Agreements.

**B. The Court Should Authorize Aerovías' Entry into the Amended Boeing Agreement, the SLB Arrangements, the Amended PDP Financing Arrangements, and the Engine Maintenance Agreements Under Sections 363(b) and 105(a) of the Bankruptcy Code**

55. Section 363(b)(1) of the Bankruptcy Code empowers the Court to allow a debtor to "use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). A debtor's decision to use, sell, or lease assets outside the ordinary course of business must be based upon the sound business judgment of the debtor. *See In re Chateaugay Corp.*, 973 F.2d 141, 143 (2d Cir. 1992) (holding that a judge determining a section 363(b) application must find from the evidence presented before him a good business reason to grant such application); *see also Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983) (same); *In re Glob. Crossing Ltd.*, 295 B.R. 726, 743 (Bankr. S.D.N.Y. 2003); *In re Ionosphere Clubs, Inc.*, 100 B.R. 670, 674 (Bankr. S.D.N.Y. 1989) (noting that the standard for determining a section 363(b) motion is "good business reason").

56. The business judgment rule is satisfied "when the following elements are present: (1) a business decision, (2) disinterestedness, (3) due care, (4) good faith, and (5) according to some courts and commentators, no abuse of discretion or waste of corporate assets." *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re*

*Integrated Res., Inc.*), 147 B.R. 650, 656 (S.D.N.Y. 1992), appeal dismissed, 3 F.3d 49 (2d Cir. 1993) (internal quotations omitted). In fact, “[w]here the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.” *Comm. of Asbestos-Related Litigants and/or Creditors v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986). Courts in this district have consistently and appropriately been loath to interfere with corporate decisions absent a showing of bad faith, self-interest, or gross negligence and will uphold a board’s decisions as long as they are attributable to any “rational business purpose.” *In re Integrated Res. Inc.*, 147 B.R. at 656.

57. Moreover, section 105(a) of the Bankruptcy Code empowers the Court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

58. The Debtors respectfully submit that the requested relief with respect to the Amended Boeing Agreement, the SLB Arrangements, the Amended PDP Financing Arrangements, and the Engine Maintenance Agreements represents a sound exercise of their business judgment and is justified under sections 363(b) and 105(a) of the Bankruptcy Code. As described above, the Debtors are seeking to reset their fleet costs to a market level and therefore desire to enter the proposed amended Agreements with the Counterparties in order to obtain the benefit of the most attractive costs and lease conditions that will create operational flexibility. In accordance with their fiduciary duties, the Debtors have evaluated and negotiated these Agreements in the context of the Debtors’ current aircraft equipment agreement negotiations and available alternatives,

and now seek to enter into Transactions contemplated thereby because they represent economically sound Transactions to achieve that goal for the Debtors' estates. Rejecting the prepetition agreements outright would have led to over \$1 billion in rejection claims. Instead, the Transactions contemplated by these Agreements will provide the Debtors with twenty (20) new Boeing 737MAX aircraft. The Debtors have determined that the terms of these Agreements, including the payment and delivery schedules thereunder, not only represent the best available transactions under the circumstances of these Chapter 11 Cases, but would be commercially beneficial transactions irrespective of such circumstances. The terms of these Agreements are even superior to some of the Debtors' existing leases. In addition, given the current state of the aviation industry and the lingering uncertainty of how long it will take for the industry to regain its pre-pandemic status, the ability to drastically reduce the number of aircraft to be purchased via the Boeing Agreement is advantageous to the Debtors' estates. Furthermore, the Debtors and their advisors negotiated the Agreements at arm's length and in good faith, and in consultation with professionals to the Committee, the DIP Lenders, and the Ad Hoc Group.

59. For the reasons set forth above, the Debtors' authorization to enter into these Agreements (a) is in the best interest of their estates and economic stakeholders and (b) will further serve to maximize value for the benefit of all creditors. Therefore, the Debtors respectfully request that the Court permit Aerovías to enter into these Agreements.

**C. To the Extent any Transaction Involves an Assumption of a Prepetition Agreement (or an Amended Prepetition Agreement), the Court Should Approve the Assumption of such Agreement Under Section 365(a) of the Bankruptcy Code**

60. Some of the Agreements—namely the Amended Boeing Agreement, the Engine Maintenance Agreement, some of the SLB Arrangements, and some of the Other Agreements—include the assumption of prepetition executory contracts with one or more Counterparties. To the extent that any Agreement constitutes an executory contract, the Debtors respectfully represent that the Court should approve the assumption thereof.

61. The Bankruptcy Code empowers the Debtors (with court approval) to assume executory contracts. 11 U.S.C. § 365(a); *see also NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 521 (1984); *In re Orion Pictures Corp.*, 4 F.3d 1095, 1098 (2d Cir. 1993). An executory contract is a “contract under which the obligation of both the bankrupt and the other party to the contract are so far unperformed that the failure of either to complete performance would constitute a material breach excusing performance of the other.” *Sharon Steel Corp. v. Nat’l Fuel Gas Distribution Corp.*, 872 F.2d 36, 39 (3d. Cir. 1989) (internal citations omitted); *see also In re Keren Ltd. P’ship*, 225 B.R. 303, 307 (S.D.N.Y. 1997), *aff’d*, 189 F.3d 86 (2d Cir. 1999) (same).

62. In determining whether to permit the debtor to assume or reject a contract, “the debtor’s interests are paramount.” *In re Penn Traffic Co.*, 524 F.3d. 373, 383 (2d Cir. 2008). Accordingly, the decision to assume or reject an executory contract is also governed by the business judgment rule, which requires that the debtor determine that the requested assumption would be beneficial to its estates. *See Grp. of Institutional Invs. v. Chicago, M., St. P. & P. R. Co.*, 318 U.S. 523, 550 (1943) (the question of assumption “is one of business judgment”); *In re Penn Traffic*, 524 F.3d at 383; *In re Old Carco LLC*,

406 B.R. 180, 188 (Bankr. S.D.N.Y. 2009); *In re Helm*, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 2006); *In re MF Global Inc.*, No. 11-2790, 2011 WL 6792758, at \*2 (Bankr. S.D.N.Y. Dec. 20, 2011) (“The assumption or rejection of an executory contract may be approved if such action would benefit the debtor’s estate and is an exercise of sound business judgment.”); *Sharon Steel*, 872 F.2d at 40.

63. Absent a showing of “bad faith, or an abuse of business discretion,” the debtor’s business judgment will generally not be altered. *In re Old Carco*, 406 B.R. 180, 188 (quoting *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994)). The party opposing a debtor’s exercise of its business judgment has the burden of rebutting the presumption of validity. *See In re Integrated Res.*, 147 B.R. at 656 (S.D.N.Y. 1992).

64. In considering a motion to assume or reject an executory contract, a debtor “should examine a contract and the surrounding circumstances and apply its best ‘business judgment’ to determine if [assuming the contract] would be beneficial or burdensome to the estate.” *In re Orion Pictures Corp.*, 4 F.3d at 1099; *see also In re Klein Sleep Prods., Inc.*, 78 F.3d 18, 25 (2d Cir. 1996); *In re Gucci*, 193 B.R. 411, 415 (S.D.N.Y. 1996). A debtor’s decision to assume an executory contract based on its business judgment will generally not be disturbed “absent a showing of bad faith or abuse of business discretion.” *In re Chipwich, Inc.*, 54 B.R. 427, 430–31 (Bankr. S.D.N.Y. 1985); *see also In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994), *aff’d sub nom. John Forsyth Co., Inc. v. G Licensing, Ltd.*, 187 B.R. 111 (S.D.N.Y. 1995); *In re MF Global Inc.*, No. 11-2790, 2011 WL 6792758, at \*2 (Bankr. S.D.N.Y. Dec. 20, 2011) (“The assumption or rejection of an executory contract may be approved if such action would benefit the debtor’s estate and is an exercise of sound business judgment.”).

65. Upon finding that the debtor has exercised its sound business judgment in determining that the assumption of an agreement is in the best interests of the debtor, its creditors, and all parties in interest, the court should approve the assumption under Section 365(a) of the Bankruptcy Code. *See, e.g., In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992); *In re Gucci*, 193 B.R. at 417.

66. The Debtors respectfully submit that the relief requested herein is fair and equitable, reasonable, and in the best interests of the Debtors' estates, and is therefore justified under section 365(a) of the Bankruptcy Code. As detailed above, each of the Agreements to be assumed has been amended to align with the overall set of Transactions, and assumption of these amended Agreements represents a sound exercise of the Debtors' business judgment, and the assumption thereof (to the extent applicable) is therefore justified under section 365(a) of the Bankruptcy Code. Furthermore, the alternative—outright rejection of the prepetition agreements—would have created over \$1 billion in unsecured claims stemming from such rejections. Accordingly, the Debtors respectfully request that the Court approve the assumption of all applicable Agreements relating to the Transactions.

**Waiver of Bankruptcy Rule 6004(h)**

67. The parties anticipate that eight (8) Aircraft will be delivered to Aerovías no later than June 30, 2021, the first two (2) of which will be ready for delivery as early as April 30, 2021. The Debtors urgently need to integrate these additional Aircraft into their operating fleet schedule as soon as practicable to service steadily increasing demand over the upcoming summer vacation season. It is therefore critical for the Debtors to obtain prompt approval for the proposed Transactions so that they can begin to take

delivery of the Aircraft and then integrate them into their flight schedules. These Aircraft will constitute a significant and integral portion of the Debtors' fleet going forward.

68. Accordingly, to implement the foregoing successfully, the Debtors respectfully request that the Court enter an order providing that the Debtors have established cause to exclude the relief requested herein from the fourteen (14)-day stay period provided under Bankruptcy Rule 6004(h).

**Notice**

69. Notice of this Motion will be provided to: (a) the entities on the Master Service List (as defined in the Case Management Order and available on the Debtors' case website at <https://dm.epiq11.com/case/aeromexico/info>); (b) the U.S. Trustee; (c) counsel to the Committee; (d) counsel to Apollo Management Holdings, L.P.; (e) counsel to the Ad Hoc Group; and (f) any person or entity with a particularized interest in the subject matter of this Motion. The Debtors respectfully submit that no further notice is required.

**No Prior Request**

70. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

*[Remainder of page intentionally left blank]*



WHEREFORE, the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as the Court deems just and proper.

Dated: April 22, 2021  
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ Timothy Graulich

450 Lexington Avenue  
New York, New York 10017  
Telephone: (212) 450-4000  
Facsimile: (212) 701-5800  
Marshall S. Huebner  
Timothy Graulich  
Joshua Y. Sturm  
Thomas S. Green  
*Counsel to the Debtors  
and Debtors in Possession*

**Exhibit A**

**Boeing Order**

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

In re:

GRUPO AEROMÉXICO, S.A.B. de C.V., *et al.*,  
Debtors.<sup>1</sup>

Chapter 11

Case No. 20-11563 (SCC)

**(JOINTLY ADMINISTERED)**

**ORDER AUTHORIZING THE DEBTORS TO ENTER INTO AN AMENDED  
AGREEMENT WITH THE BOEING COMPANY AND APPROVAL OF  
COMPROMISES REFLECTED THEREIN**

Upon the motion (the “**Motion**”)<sup>2</sup> of Grupo Aeroméxico, S.A.B. de C.V. (“**Grupo Aeroméxico**”) and its affiliates that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”) for entry of an order (this “**Order**”), authorizing entry into and assumption of the Amended Boeing Agreement, annexed hereto as **Annex 1**, as set forth more fully in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties; such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion and held a hearing to consider

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

the relief requested in the Motion (the “**Hearing**”); and upon the record of the Hearing, and upon all of the proceedings had before the Court; and after due deliberation the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having found that the relief granted herein being in the best interests of the Debtors, their creditors, and all other parties in interest; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth herein.
2. The Amended Boeing Agreement, all the terms and conditions thereof, and all the transactions and agreements contemplated thereby or embodied therein, are approved in all respects.
3. The Debtors are authorized to enter into, and perform their obligations under, the Amended Boeing Agreement, and the Debtors are authorized to execute, deliver, implement, and fully perform any and all obligations, instruments, documents, and papers, and to take any and all actions reasonably necessary or appropriate to perform all obligations contemplated under the Amended Boeing Agreement.
4. The Debtors are authorized to enter into, and perform their obligations under, all exhibits, addenda, and other agreements contemplated by the Amended Boeing Agreement or related to the acquisition and operation of the property under the Amended Boeing Agreement, without further approval of the Court.
5. The Debtors are further authorized pursuant to section 365 of the Bankruptcy Code to assume, and are hereby deemed to assume, the Amended Boeing Agreement.

6. The automatic stay under section 362 of the Bankruptcy Code is vacated and modified to the extent necessary to implement the terms and conditions of the Amended Boeing Agreement.

7. The claims of the Debtors and Boeing shall be treated as provided in the Amended Boeing Agreement.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

9. Notwithstanding Bankruptcy Rule 6004(h), this Order is immediately effective and enforceable upon its entry.

10. Notwithstanding any Bankruptcy Rule, the Local Bankruptcy Rules for the Southern District of New York, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

11. The Debtors and the Clerk of this Court are authorized to take, or refrain from taking, any action necessary or appropriate to implement the terms of, and the relief granted in, this Order without seeking further order of the Court.

12. While the above referenced chapter 11 cases are pending, this Court shall retain exclusive jurisdiction over any and all matters arising from or related to the implementation, interpretation, and enforcement of this Order and the Amended Boeing Agreement.

**PRIVILEGED & CONFIDENTIAL  
ATTORNEY WORK PRODUCT**

Dated: New York, New York  
\_\_\_\_\_, 2021

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THE HONORABLE SHELLEY C. CHAPMAN  
UNITED STATES BANKRUPTCY JUDGE

**Annex 1: Boeing Amendment Agreement**



The Boeing Company  
P.O. Box 3707  
Seattle, WA 98124 2207

Amendment to AMX-LA-1907974

Aerovías de México, S.A. de C.V.  
Paseo De La Reforma 243, Piso 27  
Col. Cuauhtemoc  
06500 Mexico D.F.  
Mexico

Attention: Mr. Ricardo Sanchez-Baker  
Chief Financial Officer

Subject: Amendment to Accommodations for 737 MAX Disruption

Reference: Letter Agreement No. AMX-LA-1907974 dated December 30, 2019  
entitled "Accommodations for 737 MAX Disruption" (**December 2019 Agreement**) between Aerovías de México, S.A. de C.V. (**Customer**) and  
The Boeing Company (**Boeing**)

Dear Mr. Sanchez-Baker,

This Amendment to Letter Agreement No. AMX-LA-1907974 (**Amendment**), between Customer and Boeing (each individually a **Party** and collectively the **Parties**), amends and supplements the December 2019 Agreement relating to the accommodations in connection to the Grounding Disruption for the Aircraft. All capitalized terms used and not defined in this Amendment will have the same meaning as in the December 2019 Agreement, Purchase Agreement No. PA-03813 (**Purchase Agreement**) between Boeing and Customer, or Aircraft General Terms Agreement No. AGTA-AMX (**AGTA**) between Boeing and Customer, as applicable, and in each case as amended, modified or supplemented from time to time.

Under the December 2019 Agreement, Boeing and Customer agreed to certain terms, provisions, and business considerations to address all issues with respect to the Covered Grounding Disruption for the Aircraft. In recognition of further changes to their respective businesses since the execution of the December 2019 Agreement, Boeing and Customer wish to amend certain terms, provisions, and business conditions of the December 2019 Agreement, as agreed to between Boeing and Customer, to address all issues with respect to the Grounding Disruption for the Aircraft.

Boeing acknowledges that Customer, along with certain of its Affiliates (as defined below), is a debtor in possession under chapter 11 of title 11 of the United States Code (**Bankruptcy Code**) in the cases styled "In re: Grupo Aeroméxico, S.A.B. de C.V, et al." pending in the United States Bankruptcy Court for the Southern District of New York (**Court**), case no. 20-11563 (**Chapter 11 Cases**). The Parties desire to



restructure and amend the Purchase Agreement in accordance with and subject to certain terms and conditions listed herein and in Attachments A and B hereto.

In consideration of the mutual covenants contained herein, the value of which both Boeing and Customer acknowledge and recognize as having been meaningfully bargained for, Boeing and Customer agree that the December 2019 Agreement is hereby amended and supplemented as specified below.

1. Additional Definitions. Certain capitalized terms used herein have the meaning below:

1.1. **Affiliate** means any individual, partnership, corporation, or other entity of whatever nature, directly or indirectly controlling or controlled by or under direct or indirect common control with another individual, partnership, corporation, or other entity of whatever nature. For purposes of this definition, “control” means the power to direct the management and policies of the other individual, partnership, corporation, or other entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

1.2. **Amending Documents** means any document, including any supplemental agreement to the Purchase Agreement reflecting the relevant terms of this Amendment, the terms of which amend the Parties’ existing rights and obligations under the Purchase Agreement;

1.3. **Assumption and Approval Order** means an order of the Court (i) approving and authorizing the assumption by Customer of the Purchase Agreement (as amended by the Amending Documents), and (ii) approving and authorizing in all respects this Amendment all as issued by the Court under and pursuant to the appropriate provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure, including, without limitation 11 U.S.C. §§105, 363 and 365 and Federal Rules of Bankruptcy Procedure 9014 and 9019, and following such notice and opportunity for a hearing as provided by the rules of the Court and the Bankruptcy Code. The Parties acknowledge that the proposed form of the Assumption and Approval Order submitted to the Court by Customer in connection with a motion requesting such approvals and authorizations will be in a form that is reasonably satisfactory to Boeing and Customer. Any such determination on behalf of Boeing will only apply to such portions of the Assumption and Approval Order that relate to the approvals and authorizations required of the Court in regard to this Amendment, and such determination will not be unreasonably withheld or delayed by Boeing.

1.4. **Committee** means the Official Committee of Unsecured Creditors in the Chapter 11 Cases, as it may be constituted from time to time.

1.5. **Conditions Precedent** has the meaning assigned to it in Article 2 below.

1.6. **Effective Date** means one (1) day following the Final Approval Date and this Amendment becomes effective in accordance with Article 2 below.

1.7. **Execution Date** means the date on which Boeing and Customer enter into this Amendment as set forth on the signature page of this Amendment.

1.8. **Final Approval Date** means the first date upon which the following events have occurred: (i) the Assumption and Approval Order has been entered on the docket of the Court; (ii) such Assumption and Approval Order is in full force and effect and is not, in any way, stayed as to its effectiveness, including by order of the Court or pursuant to Federal Rule of Bankruptcy Procedure 6004(h) or otherwise; and (iii) the Assumption and Approval Order is a final order not subject to appeal, or any such appeals have been finally determined (provided that the Parties may waive the provisions of this clause (iii)).

1.9. **Terminated Aircraft** has the meaning set forth in Article 3.1 below.

1.10. **Terminated Aircraft PDPs** has the meaning set forth in Article 3.2.1 below.

1.11. **Undelivered Aircraft** has the meaning set forth in Article 3.1.1 below.

## 2. Conditions Precedent.

2.1. The occurrence of the Effective Date shall be subject to the satisfaction of all of the following conditions precedent (collectively **Conditions Precedent**). This Amendment shall not be effective on the Effective Date unless and until the Conditions Precedent below are satisfied:

2.1.1. The Final Approval Date has been reached; and

2.1.2. As of the Final Approval date,

2.1.2.1. Customer is not in breach of any material payment obligation under the Purchase Agreement, after taking into account the Amending Documents and the transactions contemplated in this Amendment; and

2.1.2.2. Customer has [REDACTED] for each of the Undelivered Aircraft and entered into agreements (or amendments of existing agreements) with the [REDACTED].

2.2. Satisfaction of the Condition Precedent set forth in Article 2.1.2.1 of this Article 2 may be waived in whole or in part by Boeing, in its sole discretion.

2.3. If the Assumption and Approval Order entered by the Court imposes material conditions upon Boeing or Customer that are not in the proposed form of the Assumption and Approval Order as determined reasonably satisfactory by Boeing and Customer in accordance with the definition of the Assumption and Approval Order, and that materially restrict the rights of Boeing or Customer as contemplated herein or impose material obligations upon Boeing or Customer other than as contemplated herein, such conditions set forth in the Assumption and Approval Order must be reasonably satisfactory to the applicable Party upon which such conditions are imposed

in order for the Conditions Precedent set forth in Article 2.1 above to be considered satisfied. Each Party shall be considered to have no objection to any such conditions and consider such conditions reasonably satisfactory unless no later than ten (10) calendar days after the entry of such Assumption and Approval Order, a Party has given written notice to the other Party, specifying in detail any such conditions which are not satisfactory. In the event one Party objects on grounds not in accordance with this Amendment, the other Party shall have the right to contest such objection promptly and contend that this Amendment is valid and binding.

3. Customer Business Considerations. In addition to the business considerations provided in the December 2019 Agreement, Boeing offers the following business considerations described herein to Customer to resolve all claims that Customer may have relating to or arising out of the Grounding Disruption for the Aircraft and any and all such claims shall be considered waived and released by Customer. These business considerations are offered in consideration of Customer's assumption of the Purchase Agreement, its continued commitment to the Boeing model 737 MAX Aircraft (including its commitment to take delivery of the Undelivered Aircraft under the Purchase Agreement and to pay outstanding balances at delivery as required by the Purchase Agreement, as described herein), and Customer's compliance with the terms set forth herein.

3.1 Terminated Aircraft; Undelivered Aircraft.

Notwithstanding the terms of Article 2 of the December 2019 Agreement, Boeing and Customer agree to terminate [REDACTED] of the remaining [REDACTED] Aircraft (such terminated Aircraft, **Terminated Aircraft**) under the Purchase Agreement, as further described in Attachment A hereto, subject to the following:

3.1.1 The delivery schedule of the [REDACTED] remaining undelivered Aircraft under the Purchase Agreement (**Undelivered Aircraft**) is revised as further described in the "Revised Delivery Schedule" as set forth in Attachment B hereto, notwithstanding the terms of Article 6 of the December 2019 Agreement; provided, however, the Parties acknowledge and agree that Customer will not be obligated to take delivery of any Undelivered Aircraft before the Effective Date. The Parties further agree (i) there will be delivery of no more than [REDACTED] Undelivered Aircraft in any [REDACTED] and (ii) the first [REDACTED] Undelivered Aircraft shall be delivered on or prior to [REDACTED].

3.1.1.1 Customer will use commercially reasonable efforts to submit all relevant documentation and to facilitate timely review, and will diligently pursue the approval of debtor-in-possession financing lender(s) and any other parties as necessary, to support issuance of the Assumption and Approval Order by the Court. In the event the Effective Date is delayed despite Customer's commercially reasonable effort, and solely for reasons beyond Customer's control, and such delay impacts the Revised Delivery Schedule, Boeing and Customer agree to [REDACTED] and [REDACTED] to the Revised Delivery Schedule ([REDACTED] to be reflected in a supplemental agreement to the Purchase Agreement). Customer agrees that in the event of such delays, and following the Effective Date, Customer will accept the delivery

of the Undelivered Aircraft when tendered by Boeing as required under the Purchase Agreement.

3.1.2 Customer [REDACTED] for the Undelivered Aircraft [REDACTED] and will take delivery of all Undelivered Aircraft when tendered by Boeing in the condition required by the Purchase Agreement as and when required as set forth in Attachment B hereto (as such delivery dates may be revised from time to time). For the avoidance of doubt, Customer shall have the rights and remedies available to it under the Purchase Agreement in the event of delays in delivery or failure to deliver an Undelivered Aircraft based on the "Revised Delivery Schedule" as set forth in Attachment B attached hereto (as such schedule may be revised from time to time); provided, however, such rights and remedies do not apply to the extent any delay in delivery or failure to deliver an Undelivered Aircraft is attributable i) to the actual timing of the Effective Date of this Amendment as specified in Article 3.1 above, or ii) to Customer.

3.1.2.1 If Boeing notifies Customer that delivery of an Undelivered Aircraft will be more than [REDACTED] later than the "Revised Delivery Schedule" as set forth in Attachment B hereto (as such "Revised Delivery Schedule" may be subject to adjustment, if any, as described in Article 3.1.1.1 above), and such delay is not attributable to Customer (**Future Delay**), then Customer shall have the right to terminate such Undelivered Aircraft which is subject to the Future Delay by sending written notice to Boeing within [REDACTED] of Boeing's notice of such Future Delay or within [REDACTED] after the date that is [REDACTED] later than the date of delivery for such Undelivered Aircraft under the Revised Delivery Schedule (as such "Revised Delivery Schedule" may be subject to adjustment, if any, as described in Article 3.1.1.1 above), if Boeing does not send such a notice;

3.1.2.2 In the event of [REDACTED] pursuant to Article 3.1.2.1 above, Boeing shall [REDACTED] by Customer and [REDACTED] for such Undelivered Aircraft to the [REDACTED] of the remaining Undelivered Aircraft. If the [REDACTED] Undelivered Aircraft is the final Undelivered Aircraft to be delivered in accordance with Attachment B, then Boeing shall [REDACTED] for such Undelivered Aircraft and [REDACTED], (i) after [REDACTED] and (ii) subject to [REDACTED].

3.1.2.3 In the event of delivery of an Undelivered Aircraft gives the Customer [REDACTED] pursuant to 3.1.2.1 above, and such Undelivered Aircraft is subject to [REDACTED] with respect to such Undelivered Aircraft shall be [REDACTED] subject to and in accordance with relevant terms, conditions and restrictions of Boeing's [REDACTED].

3.1.2.4 If Customer does not provide written notice to Boeing within [REDACTED] of a Future Delay or within [REDACTED] after the date that is [REDACTED] after the date of delivery for the relevant Undelivered Aircraft under the Revised Delivery Schedule (as such "Revised Delivery Schedule" may be subject to adjustment, if any, as described in Article 3.1.1.1 above), that meets the requirements of Article 3.1.2.1 above, then Customer will take delivery of such Undelivered Aircraft

when the Undelivered Aircraft is ready for delivery and retendered to Customer by Boeing.

3.1.2.5 For the avoidance of doubt, if this Agreement does not become effective by the Effective Date, then the Parties shall retain all rights and obligations under the existing terms of the Purchase Agreement.

3.1.3 [REDACTED] under this Article 3.1. will discharge all obligations and liabilities of Boeing and Customer with respect to [REDACTED], and all related undelivered Materials (as defined in Exhibit B, Customer Support Document of the AGTA), training, services, and other things terminated under the Purchase Agreement and this Amendment, except for the rights and obligations under this Amendment and the Purchase Agreement regarding the non-disclosure of confidential information shall survive such termination. As of the Effective Date, and except as otherwise expressly set forth in Article 3.2.1 below, each of Boeing and Customer hereby waives and releases any claims it may have (including, without limitation, any pre-petition unsecured claims Boeing may have) in connection with the Terminated Aircraft.

### 3.2 Advance Payments

3.2.1 Boeing confirms that it has received a total of [REDACTED] of advance payments for the Terminated Aircraft (**Terminated Aircraft PDPs**). Boeing and Customer agree that Boeing will [REDACTED] following execution of this Amendment and will [REDACTED] as follows:

3.2.1.1 At delivery of each Undelivered Aircraft, Boeing will [REDACTED] for each Undelivered Aircraft at delivery. [REDACTED] each Undelivered Aircraft at delivery is [REDACTED] Undelivered Aircraft;

3.2.1.2 In the event Customer [REDACTED] to take delivery of [REDACTED] of the Undelivered Aircraft in accordance with the terms of this Amendment and the Purchase Agreement as amended by supplemental agreement, the [REDACTED] for such Undelivered Aircraft set forth on Attachment B [REDACTED].

3.2.2 [REDACTED] Boeing's standard thirty percent (30%) advance payment schedule that is assignable for advance payment financing purposes, Boeing agrees to allow Customer to [REDACTED] Undelivered Aircraft originally contracted for delivery in [REDACTED].

### 3.3. [REDACTED] Credit [REDACTED].

To support Customer's [REDACTED] of the Undelivered Aircraft, at delivery of each of the Undelivered Aircraft, Boeing will [REDACTED].

### 3.4 Excess Delivery Payments on Aircraft



3.4.1 Any amounts paid at delivery for an Undelivered Aircraft which are in excess of the balance due for such delivery (**Excess Funds**) will be [REDACTED] and [REDACTED] obligations on subsequent deliveries of Undelivered Aircraft; provided that [REDACTED].

### 3.5 Escalation.

The terms of Article 4 of the December 2019 Agreement regarding escalation [REDACTED] will apply to the Undelivered Aircraft described in Article 3.1.1 above.

4. Contingency. The business considerations described herein are provided subject to (i) Customer's affirmation of the Purchase Agreement within ten (10) days of the Effective Date through execution of a supplemental agreement to the Purchase Agreement, (ii) Customer's compliance with the terms specified herein and in the Purchase Agreement as amended by supplemental agreement, including Customer's taking delivery of the Undelivered Aircraft when tendered by Boeing as required under the Purchase Agreement and this Amendment, (iii) subject to approval by the Court, of Customer's taking delivery on lease from [REDACTED] of [REDACTED] Boeing model [REDACTED] aircraft when tendered by Boeing as required under the purchase agreement with [REDACTED], and (iv) subject to approval by the Court, of Customer's taking delivery on lease from [REDACTED] of [REDACTED] Boeing model [REDACTED] aircraft when tendered by Boeing as required under the purchase agreement with [REDACTED].

5. Supplemental Agreement. Customer and Boeing will sign a supplemental agreement to the Purchase Agreement within ten (10) calendar days after the Effective Date of this Amendment to administratively incorporate the relevant terms of this Amendment into the Purchase Agreement. Failure to execute a supplemental agreement does not nullify any agreements set forth in this Amendment.

6. Sufficient Consideration; Waiver and Release of Claims. Notwithstanding anything in Article 7 of the December 2019 Agreement to the contrary, Customer agrees that the considerations contained in the December 2019 Agreement and this Amendment are Customer's exclusive remedies for purposes of resolving all issues with respect to the Grounding Disruption for the Aircraft and are in lieu of all other rights, remedies, claims, and causes of action Customer may have, arising under contract, at law or otherwise, in connection therewith and shall constitute complete, full and final settlement and satisfaction of any and all of Boeing's obligations and liabilities to Customer with respect to the Grounding Disruption for the Aircraft. Customer releases Boeing and its successors, Affiliates and subsidiaries from all present, past and future rights, remedies, claims and causes of action, whether arising under contract, at law or otherwise, known or unknown, relating to or arising from such Grounding Disruption for the Aircraft.

7. Other Terms. The December 2019 Agreement is amended as set forth above upon execution by the Parties of this Amendment. All other terms and provisions of the December 2019 Agreement, including but not limited to Article 8, *Duplication of Benefits*, and Article 9, *Governing Law* (except as described in Article 9.7 below), which

are not amended by the terms of this Amendment remain unchanged (except all references to the Agreement will be deemed to include this Amendment) and in full force and effect, and shall apply to this Amendment.

8. Confidentiality and Disclosure. Boeing and Customer agree that all commercial and financial information included in this Amendment, including the Amendment itself, as well as the Purchase Agreement, the December 2019 Agreement, and the AGTA is confidential and proprietary. All such information is referred to herein as **Confidential Information**. Accordingly, Boeing and Customer further agree that neither Boeing nor Customer shall disclose any such Confidential Information to any other person or entity, without the prior written consent of the other Party hereto, provided that, Boeing and Customer may disclose such Confidential Information to their respective professional advisors who have a need to know such Confidential Information in connection with the Chapter 11 Cases and the transactions contemplated hereby, including without limitation, counsel and advisors retained by Boeing or Customer in connection with the Chapter 11 Cases, negotiation of the amendments and agreements, and the performance of the obligations contemplated in this Amendment and further, such Confidential Information may be disclosed in accordance with the following terms of this Article 8. Notwithstanding the foregoing, (i) any Confidential Information will be governed by and may be disclosed in accordance with the terms of the Purchase Agreement, as applicable, and (ii) use of Confidential Information in the Chapter 11 Cases, including in connection with disclosures to the Committee and their advisors and the debtor-in-possession financiers and their advisors, shall be subject to any protective order or similar protections entered in the Chapter 11 Cases.

8.1 Boeing and Customer shall promptly notify the other of any receipt of a request for production by the Committee that would encompass any Confidential Information. Boeing and Customer agree that they will confer and cooperate with each other in responding to any such request. Prior to any production to the Committee, each Party shall provide to the other a complete description of the Confidential Information that will be provided as part of the production. If Boeing and Customer cannot agree on the scope or terms of any such disclosure of Confidential Information to the Committee, then Boeing and Customer shall have the right to seek relief from the Court on at least five (5) days' prior notice to other Party.

8.2 Boeing and Customer shall consult with respect to what Confidential Information shall be included in any pleadings filed with the Court, or in any material provided to the Committee, in connection with satisfying the Conditions Precedent set forth in Article 2 above.

9. Miscellaneous.

9.1 Boeing confirms that the [REDACTED] Credit [REDACTED] in December 2019 was part of the business considerations to resolve all issues with respect to the Covered Grounding Disruption as defined therein, and such credit [REDACTED].

9.2 No provision of this Amendment may be amended, supplemented, waived, modified, discharged, terminated, or otherwise varied orally, but only by an instrument in

writing that specifically identifies the provision of this Amendment that it purports to amend, supplement, waive, modify, discharge, terminate, or otherwise vary and is signed by Boeing and Customer. Each such amendment, supplement, waiver, modification, discharge, termination, or variance shall be effective only in the specific instance and for the specific purpose for which it is given. No provision of this Amendment shall be varied or contradicted by oral communication, course of dealing or performance, or other manner not set forth in an agreement, document, or instrument in writing and signed by Boeing and Customer.

9.3 This Amendment is not intended to provide, and shall not provide, any person not a party hereto with any rights of any nature whatsoever against any of the parties hereto, and no person not a party hereto shall have any right, power, or privilege in respect of this Amendment, or have any benefit or interest arising out of this Amendment.

9.4 This Amendment and any amendments, waivers, consents, or supplements hereto may be executed in any number of counterparts (or upon separate signature pages bound together into one or more counterparts), each fully-executed set of which when so executed shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

9.5 The headings of the articles and clauses of this Amendment are inserted for convenience only and shall not affect the interpretation hereof.

9.6 This Amendment shall be binding upon, and shall inure to the benefit of and shall be enforceable by, the Parties hereto and their respective successors and assigns, including, for the avoidance of doubt, the reorganized debtors pursuant to any plan of reorganization confirmed by the Court, in accordance with its terms; provided, however, that, subject to the foregoing, no Party may assign, delegate or otherwise transfer all or any part of its rights or obligations under this Amendment without the prior written consent of the other Party hereto.

9.7 Each of the Parties hereto agrees that, as long as the Chapter 11 Cases are pending, the Court shall have exclusive jurisdiction over all matters arising out of or relating to this Amendment and the Parties shall submit to such jurisdiction; provided, however, if the Court does not have subject matter jurisdiction over any such matter or declines to hear any dispute in regard to such matter, then the foregoing exclusive jurisdiction shall no longer apply. This Amendment shall be governed by United States bankruptcy law and to the extent that United States bankruptcy law does not supply a rule of decision, this Amendment shall be governed by, and construed in accordance with, the laws of the State of Washington, including all matters of validity, performance and enforceability, but without regard to conflict of law principles that would lead to the application of the laws of a state or jurisdiction other than the State of Washington.

9.8 This Amendment and Attachments hereto on and as of the date hereof constitute the entire agreement of the Parties hereto with respect to the subject matter hereof, and all prior understandings or agreements, whether written or oral, between the



parties hereto with respect to such subject matter are superseded in their entireties, except to the extent expressly provided or incorporated herein.

9.9 Entry into this Amendment does not constitute an obligation of Customer to assume or reject, nor constitute an assumption, rejection, or assumption and assignment of any applicable agreement referenced herein (**Referenced Agreements**), nor cause any of the Referenced Agreements to become a new post-petition agreement binding and enforceable upon Customer, except in accordance with the terms and conditions herein. Customer and Boeing each hereby expressly reserves all rights it may have under Purchase Agreement No. 3109.

10. Expiration. Please indicate Customer's acceptance of this Amendment on or before [REDACTED], after which date the offer specified herein will expire (**Expiration Date**).

10.1 Nothing herein shall prevent the Parties from agreeing to extend the Expiration Date by written agreement, but nothing herein shall require any Party to agree to any such extension. In the event of the expiration, non-effectiveness and termination of this Amendment, Boeing and Customer shall have no further liability or obligation hereunder except for Article 8, *Confidentiality and Disclosure*, and Article 9, *Miscellaneous* herein which shall survive and remain in full force and effect in accordance with their terms as noted above.

ACCEPTED AND AGREED TO this

Date: \_\_\_\_\_

**AEROVIAS DE MEXICO, S.A. DE C.V.**

**THE BOEING COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: [REDACTED] \_\_\_\_\_

Title: \_\_\_\_\_

Title: [REDACTED] \_\_\_\_\_

**AEROVIAS DE MEXICO, S.A. DE C.V.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Attachment A: Terminated Aircraft

Model	Original Contracted Delivery Month
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[illegible]

**Attachment B: Undelivered Aircraft**

**Revised Delivery Schedule**

**Subject to revision per Article 3.1.1**

[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	

(1) [REDACTED]

**Exhibit B**  
**Clover Order**

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

**In re:**

**GRUPO AEROMÉXICO, S.A.B. de C.V., *et al.*,  
Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 20-11563 (SCC)**

**(Jointly Administered)**

**ORDER AUTHORIZING THE DEBTORS (I) TO ENTER INTO  
AND PERFORM UNDER CERTAIN TRANSACTION DOCUMENTS  
AND OTHER AMENDMENT AGREEMENTS WITH  
MEXICAN DRAGON AIRCRAFT HOLDINGS LIMITED,  
PAAL CETUS COMPANY LIMITED, AND CLOVER AIRCRAFT  
LEASING COMPANY LIMITED RELATED TO CERTAIN  
SALE-LEASEBACK AGREEMENTS AND (II) TO ASSUME  
CERTAIN AGREEMENTS IN CONNECTION THEREWITH**

Upon the motion (the “**Motion**”)<sup>2</sup> of Grupo Aeroméxico, S.A.B. de C.V. and its affiliates that are debtors and debtors in possession in these cases (collectively, the “**Debtors**”) for entry of an order (this “**Order**”) seeking authorization, pursuant to sections 105, 362, 363, 365, 503, 1107 and 1108 and other applicable sections of the title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”), and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure, for Aerovías de México, S.A. de C.V. (“**Aerovías**” or “**Lessee Debtor**”) to, among other things: (a) enter into and perform under (i) that certain amendment (the “**IPA Amendment**”) to the Installment Purchase Agreement dated as of October 27, 2017 (the “**IPA**”) among Mexican

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Motion.

Dragon Aircraft Holdings Limited (“**Mexican Dragon**”), as seller, Aerovías, as seller guarantor, and PAAL Cetus Company Limited, as purchaser (the “**Purchaser**”), and Clover Aircraft Leasing Company Limited (formerly known as Pin An Aircraft Leasing Company) (“**Purchaser Guarantor**”), and (ii) the other Amendment Documents (as defined in the IPA Amendment) including, without limitation, the APA Amendment, the Purchase Agreement Assignment, the Reassignment Agreement, the Agency Agreement Amendment, the Consent Amendment, the Keep Well Agreement, the Deed of Confirmation, the Lease Amendment Agreements, the New Leases and the New Lease Guarantees (each as defined in the IPA Amendment); (b) assume (i) the IPA and perform under the guarantee by Aerovías of Seller Obligations (as defined therein) (the “**Seller Guarantee**”), (ii) the aircraft lease agreements for three model MAX737-8 aircraft (the “**Original Leases**”), which were delivered prior to the Petition Date, and the related engines, parts, equipment, and appurtenances (the “**Delivered Aircraft**”), (iii) the Purchase Agreement Assignment, dated October 27, 2017, between Aerovías and Mexican Dragon and consented to by Boeing, and (iv) all of the other Transaction Documents including, without limitation, the Manufacturer Consent, the Note Subscription Agreement, the BFE Sale Agreement, and the Seller Agency Agreement (each as defined in the IPA) and in each case as amended by the Amendment Documents; (c) assume that certain Guarantee to The Boeing Company (“**Boeing**”) dated October 27, 2017 (the “**Boeing Guarantee**”) of the obligations of Mexican Dragon under that certain Purchase Agreement No. PA-03813 dated November 5, 2012 between Aerovías and Boeing, incorporating the terms of the Aircraft General Terms Agreement No. AGTA-AMX (the “**Aerovías Purchase Agreement**”) as assigned to Mexican Dragon pursuant to the Purchase Agreement Assignment (the Aerovías Purchase Agreement as so assigned the “**Assigned Purchase Agreement**”); and (d) take all steps necessary, advisable or desirable to implement and

effectuate the transactions relating to each of the foregoing including, without limitation, (i) amending the purchase prices, the scheduled delivery months and termination rights in respect of the one (1) Boeing model MAX737-8 aircraft and six (6) Boeing model MAX737-9 aircraft (collectively, the “**Original Clover Aircraft**”) subject to the Assigned Purchase Agreement (ii) substituting one (1) Boeing Model MAX737-9 aircraft (the “**Additional Aircraft**”) for two (2) Boeing Model MAX737-9 aircraft (the “**Replaced Aircraft**” and the Original Clover Aircraft taking into account such substitutions, the “**Clover Aircraft**”), (iii) terminating Mexican Dragon’s obligation to purchase one (1) Replaced Aircraft, (iv) reassigning to Aerovías the rights and obligations to purchase from Boeing one (1) Replaced Aircraft, and (v) entering into the New Leases between [Miracle Andromeda Company Limited], as lessor (the “**SLB Lessor**”) and Aerovías, as lessee, in respect of the Clover Aircraft and New Lease Guarantees made by Purchaser Guarantor in favor of Aerovías in respect of each SLB Lease (all of the foregoing (a) to (d), collectively, the “**Clover Transactions**”), and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion and held a hearing (the “**Hearing**”) to consider the relief requested in the Motion; and upon the record of the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and the Court having determined the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and all

parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

**A. GENERAL MATTERS.**

1. The Debtors are hereby authorized pursuant to sections 105(a) and 363 of the Bankruptcy Code to execute and deliver, and empowered to perform under, consummate and implement, as applicable, the IPA, IPA Amendment, the Seller Guarantee, the Boeing Guarantee, the Original Leases, the Lease Amendment Agreements, the New Leases, the New Lease Guarantees, the other Amendment Documents, and the Transaction Documents, in each case as amended by the Amendment Documents, and all other documents referenced therein and any and all additional instruments, documents, and agreements that may be reasonably necessary, advisable or desirable to implement the Clover Transactions (collectively, the “**Clover Transaction Documents**”). The Debtors are hereby further authorized to take all further actions as may be necessary or appropriate to the performance of the obligations as contemplated by the Clover Transaction Documents.

**B. PURCHASE OF CLOVER AIRCRAFT FROM BOEING.**

2. The Debtors are hereby authorized pursuant to sections 105(a) and 363 of the Bankruptcy Code to execute and deliver, and empowered to perform under, consummate and implement the Assigned Purchase Agreement, the APA Amendment, the New Purchase Agreement Assignment, and the Reassignment Agreement, in each case as amended by the Amendment Documents, and all other documents referenced therein and any and all additional instruments, documents, and agreements that may be reasonably necessary, advisable or desirable to effectuate the delivery of the Clover Aircraft to the Purchaser from Boeing, including, but not



limited to, the remittance of all amounts owing in connection with the purchase of the Clover Aircraft from Boeing.

**C. CONTEMPLATED SALE LEASEBACK TRANSACTION.**

3. Pursuant to sections 105(a), 363(b) and 365(a) of the Bankruptcy Code, the Debtors are hereby authorized to enter into and assume, as applicable, certain agreements (including, without limitation, the Clover Transaction Documents), and to perform obligations under and comply with the terms of such agreements (including, without limitation, the Clover Transaction Documents) with the Purchaser and the Purchaser Guarantor related to (i) the sale of the Clover Aircraft (as contemplated in the applicable Clover Transaction Documents) to the Purchaser, in accordance with the IPA and IPA Amendment, and (ii) the lease back of the Clover Aircraft by the Lessee Debtor from the SLB Lessor in accordance with the New Leases (as further specified below, such sale leaseback transactions, the “**Sale Leaseback Transactions**”).

**(1) SALE OF CLOVER AIRCRAFT TO THE PURCHASER**

4. The Lessee Debtor is hereby authorized, pursuant to sections 105(a), 363(b) and 365(a) of the Bankruptcy Code, to enter into and assume the IPA, the IPA Amendment and Seller Guarantee, to enter into and/or assume the related Assigned Purchase Agreement, the APA Amendment, and the New Purchase Agreement Assignment and to perform its obligations under and comply with the terms of the IPA, the IPA Amendment, the Seller Guarantee and the other applicable Clover Transaction Documents, in connection with the sale of each of the Clover Aircraft to the Purchaser, and the leaseback of each of the Clover Aircraft by the Lessee Debtor from the SLB Lessor.

5. Pursuant to sections 105(a), 363(b) and 363(f) of the Bankruptcy Code, the Debtors are authorized to: (i) close the transactions contemplated in the IPA, IPA Amendment, Assigned Purchase Agreement and APA Amendment for the sale, transfer, and conveyance of the Clover

Aircraft free and clear of all liens, claims, interest, and encumbrances, and (ii) undertake all of the transactions contemplated thereby in connection therewith, including (but not limited to) the preparation, execution, filing, or delivery of any documents, deeds, assignments, or other instruments in furtherance of the foregoing. With respect to the Purchaser and the Purchaser Guarantor, nothing herein shall limit the closing conditions specified in the IPA Amendment, the APA Amendment, and the other applicable Clover Transaction Documents.

6. The transactions contemplated by the IPA and IPA Amendment effect a legal, valid, enforceable, and effective sale and transfer of the Clover Aircraft to the Purchaser, and shall, upon closing, vest the Purchaser with all rights, title, and interests in the Clover Aircraft, free and clear of all liens, encumbrances, and interests.

7. The Purchaser, Purchaser Guarantor and the SLB Lessor are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code, and any reversal or modification on appeal of the authorizations provided herein to consummate the sale of the Clover Aircraft shall not affect the validity of the sale of the Clover Aircraft to the Purchaser.

8. The Debtors are hereby authorized, without any further order of the Court, to make any payments and take any additional actions as necessary and appropriate to implement the IPA and the IPA Amendment and the transactions contemplated therein, and to comply with the Debtors' obligations thereunder and under the other Clover Transaction Documents.

9. The Lessee Debtor is authorized, under Section 363(b) of the Bankruptcy Code, to sell the Clover Aircraft, to the extent applicable, to the Purchaser in connection with the Sale Leaseback Transactions and to enter into, perform its obligation under, and comply with the terms of the IPA, IPA Amendment, the Seller Guarantee and the New Leases, which leases are to be entered into in connection with the closing of the Sale Leaseback Transaction for each Clover

Aircraft (it being understood that the parties shall execute one lease for each Clover Aircraft) in order to: (a) effectuate the sale of the Clover Aircraft from Boeing to the Purchaser; (b) execute the FAA bill of sale and the warranty bill of sale for the Clover Aircraft in favor of the Purchaser or its nominee; and (c) consummate the sale and transfer of title of the Clover Aircraft to the Purchaser pursuant to and in accordance with the terms and conditions of the IPA and IPA Amendment.

10. The failure to include or reference any term of the IPA, the IPA Amendment or other Clover Transaction Documents in this Order shall not diminish or impair the effectiveness of such provisions of the IPA, the IPA Amendment or of any other Clover Transaction Documents, which are hereby approved and enforceable in their entirety.

**(2) LEASEBACK OF CLOVER AIRCRAFT BY THE LESSEE DEBTOR FROM THE SLB LESSOR.**

11. In connection with the Sale Leaseback Transactions, the Lessee Debtor is also authorized, pursuant to sections 105(a), 363(b) and 365(a) of the Bankruptcy Code, to enter into or assume, as applicable, perform its obligations under, and comply with the terms of the following agreements, which are to be entered into in connection with the closing of the Sale Leaseback Transactions for each Clover Aircraft in order to effectuate the leaseback of each Clover Aircraft by the Lessee Debtor from the SLB Lessor, as the case may be:

- The New Lease for each Clover Aircraft;
- The related lease supplements between the Lessee Debtor and the applicable SLB Lessor; and
- Each other related Clover Transaction Document,

in each case in connection with the leaseback of each of the Clover Aircraft by the Lessee Debtor, as lessee, from the Purchaser, acting through the SLB Lessor as its nominee.

12. The transactions contemplated by the New Leases and each other related Clover Transaction Document effect a legal, valid, enforceable, and effective leasing arrangement for the Clover Aircraft from the Purchaser, acting through the SLB Lessor, as lessor, to the Lessee Debtor, as lessee.

13. The Purchaser and the applicable SLB Lessor are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code, and any reversal or modification on appeal of the authorization provided herein to consummate each of the leases of the Clover Aircraft shall not affect the validity of the leasing of the Clover Aircraft from the Purchaser, acting through the relevant SLB Lessor, to the Lessee Debtor.

14. The Debtors are hereby authorized without any further order of the Court to pay and take any additional actions as necessary and appropriate to implement the New Leases and the transactions contemplated therein, and to comply with the Debtors' obligations thereunder and under the other Clover Transaction Documents.

15. The Lessee Debtor is authorized, under Section 363(b) of the Bankruptcy Code, to lease the Clover Aircraft from the Purchaser (acting through the SLB Lessor) in connection with the Sale Leaseback Transactions and to enter into, perform its obligations under, and comply with the terms of the New Leases, which leases are to be entered into in connection with the closing of the Sale Leaseback Transaction for each Clover Aircraft (it being understood that the parties shall execute one lease for each Clover Aircraft).

16. The failure to include or reference any term of the New Leases or other Clover Transaction Documents in this Order shall not diminish or impair the effectiveness of such provisions of the New Leases or of any other Clover Transaction Document which shall be approved and enforceable in their entirety.

**D. Assumption of Original Leases**

17. In connection with the lease of the Delivered Aircraft, the Lessee Debtor is hereby authorized pursuant to sections 105(a), 363(b) and 365(a) of the Bankruptcy Code, to enter into or assume, as applicable, perform its obligations under, and comply with the terms of the Original Leases (as amended by the Lease Amendment Agreements), and the Lease Amendment Agreements, and all other related Clover Transaction Documents which are to be entered into in connection with the lease of the Delivered Aircraft in order to effectuate the lease of the Delivered Aircraft by the Lessee Debtor from the lessor-affiliates of the Purchaser under the Original Leases (the "**Original Lessors**").

18. The terms of the Original Leases, and the Lessee Debtor's entry into such additional instruments and documents, including, without limitation, all applicable amendments to the Original Leases, as amended by the Lease Amendment Agreements, and the Lessee Debtor's taking of such additional actions as necessary or appropriate to cause the implementation and consummation of the assumption of the Original Leases, are hereby approved under sections 363(b) of the Bankruptcy Code and the Lessee Debtor is authorized to lease the Delivered Aircraft and to enter into, perform its obligations under, and comply with the terms of the Original Leases, as amended by the Lease Amendment Agreements.

19. The failure to include or reference any term of the Original Leases, the Lease Amendment Agreements or other Clover Transaction Documents in this Order shall not diminish or impair the effectiveness of such provisions of the Original Leases (as amended by the Lease Amendment Agreements) or of any other Clover Transaction Document which shall be approved and enforceable in their entirety.

20. The transactions contemplated by the Original Leases (as amended by the Lease Amendment Agreements) and each other related Clover Transaction Document effect a legal, valid, enforceable, and effective leasing arrangement for the Delivered Aircraft from the Purchaser, acting through its affiliates, as lessors, to the Lessee Debtor, as lessee.

**E. ADDITIONAL PROVISIONS.**

21. The obligations of the Debtors under the Clover Transaction Documents (including, without limitation, the IPA, IPA Amendment, the Seller Guarantee, the Boeing Guarantee, the Original Leases (as Amended by the Lease Amendment Agreements), the Lease Amendment Agreements, the New Leases, and the New Lease Guarantees) and the *Stipulation and Order Between Certain Debtors and Counterparties Concerning Certain Equipment* [ECF No. 411] shall constitute administrative expense claims against the Debtors' estates pursuant to section 503 of the Bankruptcy Code. Any chapter 11 plan of reorganization filed by the Debtors in these chapter 11 cases shall provide that the obligations of the Debtors under the Clover Transaction Documents (including, without limitation, the IPA, IPA Amendment, the Seller Guarantee, the Boeing Guarantee, the Original Leases (as Amended by the Lease Amendment Agreements), the Lease Amendment Agreements, the New Leases, and the New Lease Guarantees) shall be binding upon and constitute obligations of the reorganized Debtors or any successor entity.

22. The Debtors are hereby further authorized to take all further actions as may be reasonably requested by the Purchaser, the Purchaser Guarantor, the Original Lessors or the SLB Lessor (and agreed to by the Lessee Debtor) as may be necessary or appropriate to the performance of the obligations as contemplated by the Clover Transaction Documents including, without limitation, for the purpose of assigning, transferring, granting, conveying, and conferring to the SLB Lessor, or reducing to possession, any of the Clover Aircraft, and the Purchaser, the Purchaser

Guarantor, the Original Lessors and each SLB Lessor, as applicable, may enforce any of their respective rights under the Clover Transaction Documents that such party would otherwise be entitled to enforce, without further order of the Court.

23. The Clover Transaction Documents and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in a writing signed by the parties thereto, and in accordance with the terms thereof, without further order of the Court, *provided* that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

24. Notwithstanding any provision of the Clover Transaction Documents (including, without limitation, the Amendment Documents) to the contrary, (i) the Clover Parties shall be entitled to non-priority general unsecured claims in the Aerovías chapter 11 case (or any subsequent chapter 7 case in the event of a conversion) calculated pursuant to the methodology set forth in section 4.4(c) of the IPA Amendment and subject to the rights reserved therein; and (ii) the Purchaser shall be entitled to the PDA/CDA Claim (as defined in the Amendment Documents) as a non-priority general unsecured claim in the Aerovías chapter 11 case (or any subsequent chapter 7 case in the event of a conversion), in an amount to be determined. No provision of the Clover Transaction Documents (including, without limitation, the Amendment Documents) shall prejudice, release or discharge, or be used as a defense to, or otherwise adversely affect, any claim of such parties made in the chapter 11 cases consistent with the terms of this paragraph or any claim filed prior to the date hereof. The Original Lessors, the Purchaser, or other Clover Parties, as applicable, shall file proofs of claim in respect of the claims set forth in subsections (i) and (ii) of this paragraph, respectively, within 30 days following entry of this Order. All parties rights are reserved with respect to the amounts of such claims. Any chapter 11 plan of reorganization filed

by the Debtors shall afford such claims treatment not less than the treatment given to the non-priority unsecured claims of any other aircraft or engine lessor or pre-delivery payment counterparty.

25. The automatic stay under section 362 of the Bankruptcy Code is hereby vacated and modified to the extent necessary to implement the Sale Leaseback Transactions and the Clover Transactions terms and effectuate the terms and conditions of the Clover Transaction Documents. Upon the occurrence of any Event of Default under the IPA, any New Lease or any Original Lease (in each case as amended by the Amendment Documents), the applicable lessor may file with the Court and deliver to the Debtors and the Committee a written notice (a “**Termination Notice**”) effective as of five business days after its filing and delivery (the “**Remedies Period**”). Upon the expiration of the Remedies Period, the automatic stay in the above-referenced chapter 11 cases shall be deemed lifted to permit the Purchaser, the Security Trustee, the Original Lessors or SLB Lessor, as applicable, to exercise any rights, remedies or enforcement actions provided for under such IPA, New Lease, Original Lease, and/or other Clover Transaction Document, as applicable, without need for any notice or authorization from the Court (other than as expressly provided for in IPA, the New Lease or Original Lease, as applicable); *provided, that* the Debtors or the Committee may seek an emergency hearing at which either may contest the fact that an Event of Default under the IPA, any New Lease or any Original Lease, as applicable, has occurred and is continuing. The Remedies Period shall automatically extend to the conclusion of such a hearing and the issuance of a ruling on the matters contested thereat.

26. The cure (as defined in section 365(b) of the Bankruptcy Code) due upon assumption of the Other Leases will be \$0.00.



27. This Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors and interest holders; the Purchaser, the SLB Lessor and any of their respective affiliates, successors, and assigns; and any affected third parties, including, but not limited to, all persons asserting interests in the Clover Aircraft or the Delivered Aircraft, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

28. Nothing herein or in the Clover Transaction Documents shall constitute a finding with respect to, or have any effect upon, whether the Sale Leaseback Transactions, or any other sale leaseback transaction involving the SLB Lessor, constitutes an agreement to extend “financial accommodations” within the meaning of Sections 365(c)(2) and 365(e)(2)(B) of the Bankruptcy Code, issues with respect to which no finding has been requested or made and all parties’ rights are reserved.

29. The terms and provisions of this Order shall be immediately effective and enforceable upon its entry. The effectiveness of this Order shall not be stayed pursuant to Rule 6004(h) or 6006(d) of the Federal Rules of Bankruptcy Procedure or otherwise.

30. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: \_\_\_\_\_  
New York, New York

\_\_\_\_\_  
HONORABLE SHELLEY C. CHAPMAN  
UNITED STATES BANKRUPTCY JUDGE

**Annex 1**

**Form of Lease Agreement**

**DATED AS OF \_\_\_\_\_, 2021**

**MIRACLE ANDROMEDA COMPANY LIMITED  
as Lessor**

**and**

**AEROVÍAS DE MÉXICO, S.A. DE C.V.  
as Lessee**

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**FORM OF AIRCRAFT LEASE AGREEMENT  
RELATING TO THE LEASING OF ONE (1) BOEING  
737 MAX [8][9] MODEL AIRCRAFT  
MSN [TBD]  
EQUIPPED WITH TWO [REDACTED] ENGINES  
SCHEDULED DELIVERY MONTH: [●] 2022**

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## AIRCRAFT LEASE AGREEMENT

**THIS AGREEMENT** (this “**Agreement**”) is made as of \_\_\_\_\_, 2021

**BETWEEN:**

**MIRACLE ANDROMEDA COMPANY LIMITED**, a private company limited by shares incorporated in Ireland (registered no. 594504) with its registered office at 2 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland (“**Lessor**”); and

**AEROVÍAS DE MÉXICO, S.A. DE C.V.**, a company organized and existing under the Laws of the United Mexican States and having its principal office at Paseo de la Reforma, No. 243, Piso 25, Colonia Cuauhtémoc, Alcaldía Cuauhtémoc, Mexico City, 06500, Mexico (“**Lessee**”).

It is agreed as follows:

### 1. **INTERPRETATION**

#### 1.1 **Definitions**

In this Agreement, unless the context otherwise requires, capitalized words and expressions shall have the respective meanings given to them in Clause 1.1 of Schedule 1 (*Definitions and Construction*).

#### 1.2 **Construction**

The conventions on construction and usage set out in Clause 1.2 of Schedule 1 (*Definitions and Construction*) shall apply to this Agreement.

#### 1.3 **Clauses and Schedules**

References in this Agreement to clauses or schedules are, unless otherwise specified, references to clauses of and schedules to this Agreement and together the clauses and schedules shall constitute this Agreement. Certain provisions including conditions precedent and representations and warranties have been placed in the schedules and shall take effect as part of this Agreement.

### 2. **AGREEMENT TO LEASE**

Subject to and in accordance with the terms and conditions of this Agreement, Lessor agrees to lease the Aircraft to Lessee and Lessee agrees to take the Aircraft on lease from Lessor for the Term.

### 3. **DELIVERY**

#### 3.1 **Scheduled Delivery Date**

Lessor and Lessee shall coordinate so that the delivery of the Aircraft hereunder occurs immediately after the delivery of the Aircraft to Owner under the Installment Purchase Agreement and that Delivery under this Agreement and the Installment Purchase Agreement occurs substantially simultaneously.

### 3.2 Delivery and Acceptance

Simultaneously with acceptance by Owner of delivery of the Aircraft under the Installment Purchase Agreement (which such acceptance shall be managed by and be the sole responsibility of Lessee), Lessor shall offer to deliver and Lessee shall accept delivery of the Aircraft at the Delivery Location in an "AS IS, WHERE IS" condition. If Owner is not Lessor, Owner and Lessor shall be responsible for effecting any and all necessary arrangements between Owner and Lessor so that Lessor can deliver and lease the Aircraft to Lessee in accordance with the terms of this Agreement. Lessee and Lessor shall confirm delivery acceptance of the Aircraft hereunder by execution and delivery of the Acceptance Certificate. Once the Bill of Sale has been delivered to Owner, (i) Lessor shall not be entitled for any reason whatsoever not to deliver the Aircraft to Lessee under this Agreement and the Purchaser Conditions Precedent (as defined in the Installment Purchase Agreement) and Lessor Conditions Precedent shall be deemed to be satisfied (except to the extent that Purchaser or Lessor waived or deferred any such condition in writing in accordance with the Installment Purchase Agreement and/or this Agreement), and (ii) Lessee shall not be entitled for any reason whatsoever to refuse to accept delivery of the Aircraft or any part thereof under this Agreement and the Seller Conditions Precedent (as defined in the Installment Purchase Agreement) and Lessee Conditions Precedent shall be deemed to be satisfied (except to the extent that Seller or Lessee waived or deferred any such condition in writing in accordance with the Installment Purchase Agreement and/or this Agreement). Lessee's acceptance of the Aircraft shall be absolute, unconditional and irrevocable. Lessee acknowledges that neither the Lessor nor any Affiliate thereof, nor any Financing Party shall have any responsibility whatsoever in respect of the condition of the Aircraft at Delivery. Neither Lessor, nor any Affiliate thereof, nor any Financing Party shall be liable for any Loss resulting directly or indirectly from any defect or alleged defect in the Aircraft or any failure or alleged failure of the Aircraft to comply with the Purchase and Sale Agreement or this Agreement.

If the delivery of the Aircraft is delayed or if the Aircraft is not delivered due to any event which is beyond the reasonable control of the Lessor and any such delay in delivery or failure to deliver the Aircraft is not attributable to a breach by Owner, Lessor or Purchaser, Lessor shall not be responsible for any loss, including any costs or expense arising from or in connection with the delay or failure to deliver the Aircraft which may be suffered or incurred by Lessee. If the Seller has delivered a Payment Request in respect of the Final Payment (as such terms are defined in the Installment Purchase Agreement) and delivery of the Aircraft is thereafter delayed beyond the Payment Date (as defined in such Payment Request) or terminated, Lessee shall indemnify and hold harmless Lessor, within three (3) Business Days of written demand by Lessor, against any and all Breakage Costs as a result of such late or non-delivery of the Aircraft or the termination of this Agreement prior to delivery; provided that Lessee shall have no obligation to so indemnify Lessor in the event that any late or non-delivery is solely attributable to the breach by Owner, Lessor or Purchaser of its obligations under any Operative Document or the failure by the Owner, Lessor or Purchaser to deliver any condition precedent under any Operative Document.

### 3.3 Termination Prior to Delivery

3.3.1 If the Installment Purchase Agreement is terminated in respect of the Aircraft for any reason, this Agreement shall automatically terminate without further act by either party.

3.3.2 Upon any termination pursuant to Clause 3.3.1 neither Lessor nor Lessee will have any further rights or obligations under this Agreement other than:

- (i) accrued rights and claims as of the date of termination;

- (ii) pursuant to the first sentence of Clause 22.3 (*Expenses*) and Clause 22.10 (*Confidentiality*); and
- (iii) Lessor will, within ten (10) days of such termination, repay to Lessee an amount equal to the Security Deposit and any prepaid Rent received by Lessor on or prior to the date of such termination, and, if applicable, return the Letter of Credit.

### 3.4 Risk

Throughout the Term, Lessee shall be responsible for all risks associated with or relating to the Aircraft, including for any loss of or damage to the Aircraft. In recognition of the foregoing, and notwithstanding Lessor's rights under this Agreement, Lessee acknowledges and agrees that, as between Lessor and Lessee, Lessee (a) will be in sole operational control of the Aircraft during the Term and is in the business of operating commercial aircraft, (b) will be solely responsible for the condition, inspection, maintenance, repair, oversight, operation and security of the Aircraft and compliance with all requirements of applicable Regulations during the Term, and (c) has not relied upon, and shall not rely upon, any statement, act, or omission of Lessor (or any Affiliate of Lessor) in connection with the use, operation, maintenance, repair, condition or security of the Aircraft, except as may be agreed by Lessor or set forth in writing in the Acceptance Certificate.

## 4. EXPIRY DATE AND RENEWAL OPTION

### 4.1 Expiry Date

The Expiry Date shall mean the Scheduled Expiry Date or if a Renewal Lease Term is then in effect, the Scheduled Renewal Term Expiry Date for that Renewal Lease Term, subject to the following provisions:

- (a) if Lessor, acting in accordance with Clause 19.2 (*Lessor's Rights*) of this Agreement, terminates or cancels the leasing of the Aircraft to Lessee under this Agreement, the date of such termination or cancellation shall be the Expiry Date and Clause 19.2 (*Lessor's Rights*) shall apply;
- (b) if the Aircraft or Airframe suffers a Total Loss, the Expiry Date shall be the date when Lessor receives the full amount of the Agreed Value;
- (c) if the period referred to in clause (d) of the definition of Total Loss extends beyond the Scheduled Expiry Date or the last day of the Renewal Lease Term, as applicable, the last day of such period shall be the Expiry Date; and
- (d) if the Term is extended pursuant to Clause 18.2 (*Non-Compliance*), the Expiry Date shall be the date on which the Aircraft is redelivered to Lessor pursuant to such Clause.

In any event, Rent shall continue to accrue and be payable until the Expiry Date, unless otherwise agreed herein.



## 4.2 Renewal Options

### 4.2.1 Renewal Notice

- (a) Lessee shall have the right to extend the Term of this Agreement up to [REDACTED] times by delivering to Lessor an irrevocable Renewal Notice at least [REDACTED] prior to the Scheduled Expiry Date or, in the event a Renewal Lease Term is then in effect, the Scheduled Renewal Term Expiry Date for such Renewal Lease Term. Each Renewal Notice shall set forth (i) the Lessee's decision to extend the leasing of the Aircraft for the relevant Renewal Lease Term and (ii) the duration of such Renewal Lease Term, which shall be for a period of [REDACTED] or a period of time between [REDACTED] and ending on a date that falls during the period from two months before to two months after the due date in accordance with the then current Lessee's Maintenance Program of the next due C Check.
- (b) Notwithstanding anything to the contrary in this Agreement or any other Operative Document:
  - (i) no Renewal Notice shall be binding on Lessor or oblige Lessor to extend the leasing of the Aircraft hereunder for any Renewal Lease Term, and shall be considered not to have been given, if any Event of Default shall have occurred and be continuing on and as of the date of any such notice or on the date of the commencement of any Renewal Lease Term; and
  - (ii) any Renewal Notice shall be irrevocable and shall constitute an unconditional obligation of Lessee to extend the leasing of the Aircraft hereunder for the Renewal Lease Term to which such Renewal Notice relates.

### 4.2.2 Renewal Rent and Documentation

- (a) Upon receipt of a Renewal Notice, as provided in Clause 4.2.1 (*Renewal Notice*) above, Lessee and Lessor shall enter into good faith negotiations with respect to (i) any amendments to the terms and conditions of this Agreement that may apply to the Renewal Lease Term; provided that (A) neither Lessee nor Lessor shall have any obligation to enter into any such amendments and (B) the failure to enter into any such amendments shall not affect the right of the Lessee to extend the Term pursuant to Clause 4.2.1(a), and (ii) the amount to be paid by Lessee as Rent during the applicable Renewal Lease Term, which amount shall be equal to the amount of FM Rate (as defined below) if Lessor and Lessee do not agree such Rent within thirty (30) days of Lessee's receipt of the Renewal Notice. Whether the amount of the Rent is agreed between Lessee and Lessor within thirty (30) days of Lessor's receipt of the Renewal Notice or the amount of Rent is established pursuant to Clause 4.2.2(b), the amount of Rent shall be documented in a lease amendment to this Agreement within a period of thirty (30) days following the determination of the amount of Rent for such Renewal Lease Term, which lease amendment shall be in form and substance acceptable to Lessee and Lessor. Thereupon, (i) Lessee and Lessor shall promptly execute and deliver such lease amendment, (ii) if a Lessor Guarantee is then in effect, Lessor shall procure that the existing Lessor Guarantor executes and delivers a confirmation of such Lessor Guarantee in respect of this Agreement as so amended in form and substance acceptable to Lessee acting reasonably, (iii) Lessee shall provide (x) written evidence of appropriate corporate action authorizing execution and delivery of such amendment, (y) evidence of the issuance of each approval,

license and consent which may be required in connection with such amendment and (z) an opinion from Lessee's in-house counsel addressed to Lessor with respect to such amendment, including that all necessary filings and registrations with respect thereto have been or promptly will be made in the State of Registration and the State of Incorporation, which opinion shall be reasonably satisfactory to Lessor; and (iv) Lessor shall provide (x) written evidence of appropriate corporate action by Lessor authorizing the execution and delivery of such amendment and, if applicable, by Lessor Guarantor authorizing execution and delivery of such confirmation of the Lessor Guarantee, and (y) evidence of the issuance of each approval, license and consent which may be required in connection with such amendment and such confirmation.

- (b) If, within thirty (30) days of the receipt of the Renewal Notice, Lessee and Lessor are unable to reach an agreement as to the amount to be paid by Lessee as Rent in respect of any Renewal Lease Term either party may, by written notice to the other, require that each party name an internationally recognized aircraft appraiser from the list of appraisers included in Clause 6 of Part A of the Financial Terms Annex, which list may be updated from time to time by an agreement in writing between Lessor and Lessee if any of the listed appraisers cease to exist. If either party fails to name an appraiser within fifteen days of receipt of notice from the other party to the effect that such appraisers are required, the decision of the appraiser named by the other party shall control and shall be binding on the parties. Each selected appraiser shall thereafter have a period of fifteen (15) days from the date the second appraiser was named (or if no second appraiser is named, from the date the first appraiser was named) to provide its professional appraisal as to the fair market monthly rent (the "**FM Rent**") that a willing lessor and a willing lessee would negotiate on an arms-length basis for the lease of the Aircraft for the Renewal Lease Term taking into account the Redelivery Conditions and the Redelivery Maintenance Payments. If the FM Rent determined by the appraiser providing the lower appraisal is less than [REDACTED] below the higher appraisal then, the average of such FM Rents will be the Rent in respect of the Renewal Lease Term to be paid by Lessee. Otherwise, the two appraisers shall jointly name a third internationally recognized aircraft appraiser from the list of appraisers included in Clause 6 of Part A of the Financial Terms Annex, who shall provide its professional appraisal as to the FM Rent within fifteen (15) days of being named, and the Rent in respect of the Renewal Lease Term shall be (i) the FM Rent determined by the third appraiser if such FM Rent amount falls between the FM Rent amounts determined by the first two appraisers, (ii) the lower of the two FM Rent amounts determined by the first two appraisers if the FM Rent determined by the third appraiser is less than such FM Rent amounts, and (iii) the higher of the two FM Rent amounts determined by the first two appraisers if the FM Rent amount determined by the third appraiser is higher than such FM Rent amounts. If the two appraisers named by the parties are unable to agree on a third appraiser within five (5) Business Days, Lessee or Lessor may apply to a court of competent jurisdiction to name the third appraiser. Lessee and Lessor shall each pay the costs and expenses of the appraiser named by it, and shall share equally the costs and expenses of the third appraiser. For purposes of this Clause 4.2.2(b) and the appraisals to be performed, the Aircraft shall be presumed to be in the condition required under this Agreement.
- (c) On the commencement date of each Renewal Lease Term (i) if the Rent payable during such Renewal Lease Term is less than the Rent that was payable hereunder before that renewal, Lessor shall reimburse Lessee a portion of the Security Deposit equal to the difference between the Rent payable immediately prior to such Renewal Lease Term and the Rent for such Renewal Lease Term (the "**SD Difference**") and the amount of the

required Security Deposit shall be such lesser amount during that Renewal Lease Term and (ii) if the Rent for such Renewal Lease Term is greater than the Rent that was payable immediately prior to such Renewal Lease Term, Lessee shall increase the Security Deposit by an amount equal to the SD Difference and the amount of the required Security Deposit shall be such greater amount during that Renewal Lease Term.

- (d) All terms and conditions of this Agreement during the Base Lease Term shall remain in full force and effect and otherwise unchanged by the extension of the leasing of the Aircraft during any Renewal Lease Term, unless Lessor and Lessee expressly agree otherwise in writing.

## **5. RENT**

### **5.1 Rent Periods**

- (a) The Term shall be divided into successive periods (each a “**Rent Period**”) in respect of which Rent shall accrue and be payable.
- (b) The first Rent Period shall commence on the Delivery Date and each subsequent Rent Period shall commence on the date immediately following the last day of the previous Rent Period as described below.
- (c) Each Rent Period shall be of one month’s duration except that (i) if the Delivery Date does not occur on the sixteenth day of a calendar month, then the first Rent Period shall be from the Delivery Date until the date immediately preceding the next Rent Date and (ii) with respect to the final Rent Period, if it would not otherwise end on the Expiry Date, it shall end on the Expiry Date.

### **5.2 Rent Date**

Lessee shall pay Rent to Lessor in [REDACTED] on each Rent Date. Lessee shall initiate payment adequately in advance of each Rent Date to ensure that Lessor receives the payment for value on each Rent Date.

### **5.3 Rent**

- (a) Rent payable in respect of each Rent Period shall be calculated as set forth in Clause 1 of Part A of the Financial Terms Annex and shall be payable on the Rent Date for each such Rent Period.
- (b) If any Rent Period has a duration of less than a month, the Rent payable for that Rent Period shall be prorated by multiplying the amount of the Rent for that Rent Period by a fraction the numerator of which is the number of days in that Rent Period and the denominator of which is 30.
- (c) Once the Rent has been established pursuant to this Clause 5.3 and the Financial Terms Annex, Rent shall be payable in the appropriate amount, as determined pursuant to this Clause 5.3 and the Financial Terms Annex, on each Rent Date in respect of each Rent Period.
- (d) The actual dollar amount of Rent payable by Lessee on each Rent Date hereunder

will be notified in writing to Lessee by Lessor accompanied by screen shot evidence and a calculation according to the formula for determination of Rent set forth in Clause 1 of Part A of the Financial Terms Annex no later than two (2) Business Days prior to the Delivery Date, and shall, in the absence of manifest error, constitute conclusive evidence of the actual dollar amount of Rent payable on each Rent Date.

## **6. SECURITY DEPOSIT**

### **6.1 Lessee Payment**

Subject to Clause 6.4, Lessee shall pay to Lessor a cash Security Deposit in the amount and at the time set forth in Clause 2 of Part A of the Financial Terms Annex.

### **6.2 Lessor Payment**

Subject to Clause 7.8, Lessor shall, within ten (10) days after the Expiry Date (other than following a Total Loss, in which case Clause 16.1(b) shall apply), pay to Lessee an amount equal to the Security Deposit (less the sum of amounts applied pursuant to Clause 6.3(b) and not replenished or paid to Lessee under Clause 6.5(a)); provided that Lessor shall not be obliged to pay any such amount to Lessee for so long as any obligation then falling due for performance has not been fully discharged or performed and provided further that in the event Lessee is required to pay any Redelivery Maintenance Payments, Lessee may elect to set-off such payment obligation against the amount of the cash Security Deposit then held by Lessor.

### **6.3 Concerning the Security Deposit**

- (a) The Security Deposit shall be the sole, absolute and unconditional property of Lessor, may be freely commingled by Lessor with its other funds and dealt with by Lessor in such manner as Lessor may see fit and Lessor will not hold any such funds as agent or on trust for Lessee or in any similar fiduciary capacity. If and to the extent that, under applicable Law in any relevant jurisdiction, the Security Deposit is considered to be the property of Lessee, the Security Deposit shall be held by Lessor as security for the timely performance by Lessee of its obligations under the Operative Documents and Lessee hereby grants a security interest in and pledge of the Security Deposit, and including all proceeds thereof and general intangibles (including payment intangibles) relating thereto, including any right to payment of an amount equal to the Security Deposit by Lessor to Lessee hereunder, to Lessor as secured party for itself. No interest shall be earned, paid or repaid in respect of the Security Deposit.
- (b) Following the occurrence of an Event of Default which is continuing, in addition to all rights and remedies of Lessor elsewhere in this Agreement or under Law, Lessor may immediately or at any time thereafter, without notice to Lessee, use or apply an amount equal to all or part of the Security Deposit in or towards the payment or discharge of any matured obligation owed by Lessee under this Agreement or any other Operative Document, in such order as Lessor sees fit, and/or exercise any of the rights of set-off described in Clause 22.4 (*Set-off*) with respect to an amount equal to the Security Deposit and/or exercise any other right or remedy of a secured creditor upon a default provided in the UCC.
- (c) If Lessor exercises any of the rights described in Clause 6.3(b):

- (i) Lessee shall, upon a demand in writing from Lessor, immediately and in any event [REDACTED] of such demand, pay in immediately available funds an amount sufficient to restore the Security Deposit to the level at which it stood immediately prior to such exercise; and
- (ii) such use, application or retention shall not be deemed a cure of any Event of Default unless such use, application or retention was sufficient to cure such Event of Default (or Lessee has otherwise cured the same) and Lessee has restored the Security Deposit to the level at which it stood immediately prior to such exercise.
- (d) It is hereby agreed that the Security Deposit shall not constitute an agreed liquidated damages amount.

#### 6.4 Provision of Letter of Credit

Lessee may, following execution of this Agreement and at any time during the Term, in lieu of the cash Security Deposit or any other existing Letter of Credit, upon prior written notice to Lessor, deliver to Lessor a Letter of Credit substantially in the form set out in Schedule 11 (*Form of Letter of Credit*) or as otherwise approved by Lessor from time to time, acting reasonably (the “**Letter of Credit**”), **provided that** no Event of Default is continuing. Such Letter of Credit shall in any event:

- (a) be denominated in and payable in the currency in which the Rent is payable and be payable in an amount of not less than the Security Deposit required hereunder;
- (b) be issued by a bank which is organized in the United States or the United Kingdom or is a United States or United Kingdom regulated branch of a foreign bank in either case having a long term unsecured long-term debt rating of [REDACTED] with Standard & Poor’s or [REDACTED] with Moody’s and which has satisfied Lessor’s “Know Your Customer” checks, anti-money laundering checks and any similar requirements (the “**Acceptable LC Bank Rating**”) or confirmed by such a bank;
- (c) be an irrevocable standby Letter of Credit payable on demand without proof or evidence of entitlement of loss required at an office of a bank located in [REDACTED] or in another location satisfactory to Lessor in its sole discretion, and shall be capable of being drawn by Lessor directly;
- (d) without prejudice to Clause 6.4(c) above, be capable of being drawn if a replacement Letter of Credit is not provided in accordance with Clause 6.5; and
- (e) have a non-cancelable term of at least three hundred and sixty four (364) days or, if less, a non-cancellable term extending thirty (30) days beyond the Scheduled Expiry Date or Scheduled Renewal Term Expiry Date, as applicable.

#### 6.5 Letter of Credit

- (a) If Lessee provides Lessor with a Letter of Credit in accordance with the terms of Clause 6.4 (*Provision of Letter of Credit*), then on receipt of such Letter of Credit Lessor shall return any cash Security Deposit paid by Lessee to Lessor pursuant to

Clause 6.1 (*Lessee Payment*) to Lessee no later than [REDACTED] Business Days after receipt of the Letter of Credit.

- (b) Lessee shall ensure that a Letter of Credit remains in place throughout the Term or any relevant part thereof; provided, however, that Lessee may replace a Letter of Credit with a cash Security Deposit and so long as no Event of Default shall have occurred and be continuing, Lessee shall have the right to put in place a replacement Letter of Credit in accordance with the terms of Clause 6.4 (*Provision of Letter of Credit*). Lessor will return to Lessee the replaced Letter of Credit as soon as reasonably practicable (and in any event within [REDACTED] Business Days) following receipt of a cash Security Deposit or a replacement Letter of Credit.
- (c) Lessee shall procure the renewal of or new issue of a Letter of Credit no later than [REDACTED] days (the “**LC Renewal Date**”) prior to the stated expiry date of any then current Letter of Credit.
- (d) If Lessee fails to put in place a replacement Letter of Credit by the LC Renewal Date in accordance with Clause 6.5(c) and has not notified Lessor that Lessee will replace the same with a cash Security Deposit of like amount by such LC Renewal Date and thereafter does not otherwise in fact replace the Letter of Credit with such cash Security Deposit not later than [REDACTED] Business Days prior to the stated expiry date of such Letter of Credit, Lessor shall be entitled to drawdown on the Letter of Credit for the full amount thereof and such monies so drawn shall thenceforth be held by Lessor as provided below.
- (e) If at any time the long term unsecured credit rating of the issuing bank or (if applicable) the confirming bank in respect of the Letter of Credit falls below the Acceptable LC Bank Rating, then Lessee shall promptly and in any event within ten (10) days of the earliest of (A) becoming aware of such downgrade and (B) demand by Lessor, either (1) provide Lessor with a replacement Letter of Credit complying with Clause 6.4 (*Provision of Letter of Credit*); or (2) provide a cash Security Deposit that meets the requirements of, and in accordance with the provisions of, Clause 6.1 (*Lessee Payment*), in which event, upon receipt of such replacement Letter of Credit or cash Security Deposit Lessor will return the original Letter of Credit to Lessee as soon as reasonably practicable (and in any event within [REDACTED] Business Days) following receipt of such replacement Letter of Credit or cash Security Deposit.
- (f) Lessor may assign or pledge its interest under the Letter of Credit to any Financing Party or any assignee or transferee of the Lessor’s interests as permitted by Clause 21.2 (*Lessor Transfer*) (and Lessee shall at Lessor’s cost perform such acts and deliver such instruments as Lessor may reasonably request in order to carry out and effect any such assignment or pledge).
- (g) Lessor shall be entitled to make any number of demands under the Letter of Credit at any time following any Event of Default which is continuing or pursuant to Clause 6.5(d). Any amounts drawn under the Letter of Credit shall be held by Lessor as its property and/or applied (and/or set off) against all obligations of Lessee under this Agreement or any other Operative Document, including any Losses arising as a result of the occurrence of any Event of Default hereunder. Such holding, application and/or set-off of any amount so drawn by Lessor shall not be deemed a cure by Lessee, or waiver by Lessor or any other person, of any Event of Default except to

the extent Lessee replaces the Letter of Credit pursuant to Clause 6.5(h) or pays to Lessor as a cash Security Deposit the amount so applied, held, and/or set-off by Lessor.

- (h) If for any reason Lessor applies any amount (the “**Paid Amount**”) under the Letter of Credit, then Lessee shall within five (5) Business Days of demand, cause an additional Letter of Credit complying with the requirements of Clause 6.4 (*Provision of Letter of Credit*) with an amount equal to the Paid Amount and expiring on the same date as the existing Letter of Credit to be issued, or shall pay to Lessor in immediately available funds an amount equal to the Paid Amount to Lessor so that Lessor shall at all times have on an aggregate basis the benefit of a Letter of Credit and/or a cash Security Deposit for the amount of the Security Deposit pursuant to Clause 6 (*Security Deposit*).
- (i) Any amount drawn by Lessor under the Letter of Credit shall, pending application and/or set off in the manner contemplated by Clause 6.5(g) or the payment of the same to Lessee pursuant to Clause 6.5(k) be the absolute and unconditional property of Lessor (but to the extent that in any jurisdiction any such amounts would be held to be the property of Lessee, Lessee hereby declares to the fullest extent permissible under applicable Law, for the benefit of Lessor that such property is and will be held subject to the Security Interest provided in Clause 6.3(a) by Lessee for the benefit of Lessor).
- (j) If at any time any Letter of Credit delivered to Lessor shall cease to constitute the legal, valid and binding obligations of the issuer thereof or any applicable confirming bank enforceable in accordance with its terms, or amounts payable under any Letter of Credit shall cease to be freely available for drawing, Lessee shall forthwith notify Lessor upon becoming aware of such circumstance(s) and as soon as practicable and in any event within [REDACTED] Business Days after becoming aware of such circumstances or after written demand from Lessor either (i) deliver to Lessor a replacement Letter of Credit complying with the requirements set out in Clause 6.4 (*Provision of Letter of Credit*) or (ii) deliver to Lessor a cash Security Deposit of an amount equal to the face value of the Letter of Credit, to be held by Lessor, whereupon Lessor shall redeliver to Lessee the first above mentioned Letter of Credit not later than [REDACTED] Business Days following receipt of such replacement Letter of Credit or, as the case may be, cash Security Deposit.
- (k) Subject to the payment, performance and discharge in full of all of Lessee’s obligations under each of the Operative Documents and subject to Clause 7.8, Lessor shall within [REDACTED] Business Days of the Expiry Date return to Lessee any Letter of Credit then outstanding.
- (l) Except as provided in clause (f) above, Lessee shall pay all fees and expenses of the issuing or confirming bank in respect of any substitution, renewal or replacement of any Letter of Credit.

## 7. PAYMENTS

### 7.1 Account for Lessee Payments

All payments by Lessee to Lessor under this Agreement will be made for value on the due date in Dollars in immediately available funds by SWIFT or wire transfer directly from Lessee or an Affiliate of Lessee previously notified to Lessor, provided that Lessor has completed all its "Know Your Customer" and tax checks, anti-money laundering checks and any other similar requirements in respect of such Affiliate, Lessor's account set out below or to such other account of the Lessor as Lessor may from time to time notify Lessee in writing five (5) Business Days prior to a date for a payment hereunder; provided that the payment and/or indemnity obligations of Lessee shall not be increased as a result of the designation of such other account of the Lessor:

<b>Bank:</b>	[REDACTED]
<b>Account No:</b>	[REDACTED]
<b>Account Name:</b>	[REDACTED]
<b>Sort Code:</b>	[REDACTED]
<b>IBAN BIC/Swift Code:</b>	[REDACTED]
<b>IBAN:</b>	[REDACTED]
<b>Correspondent Bank:</b>	[REDACTED]
<b>Swift Code:</b>	[REDACTED]
<b>ABA:</b>	[REDACTED]
<b>Reference:</b>	AMX 737 ([[●]])[MSN[TBD]]])

### 7.2 Default Interest

If any party hereto fails to pay any amount payable under this Agreement on the due date, such party shall pay to the party entitled to receive such payment on demand from time to time interest at the Default Rate (both before and after judgment) on that amount, from the due date to the date of payment in full. All such interest will be compounded monthly and calculated on the basis of the actual number of days elapsed in the month and assuming a 30 day month and a 360 day year.

### 7.3 Absolute Obligations

- (a) This Agreement is a net lease. Lessee's obligations to pay Rent and to perform any of its other obligations pursuant to this Agreement and the other Operative Documents are absolute and unconditional and shall be paid and performed in full when due without reduction, deduction, set-off, recoupment, claim or counter claim, and Lessor shall have all of the rights and benefits of a lessor under a lease to which Section 2A-407 of the UCC applies as provided therein. Lessee may not regard its obligations as cancelled, terminated, suspended, reduced or altered (and waives to the greatest extent permitted by applicable Laws any rights which it may have at any time to cancel, terminate, suspend, reduce or alter such obligations) by reason of any contingency or circumstance whatsoever, including (but not limited to):
  - (i) any right of set-off, counterclaim, recoupment, reduction, reimbursement, claim, defense or other right which Lessee may have against Lessor, any Indemnitee, the Manufacturer, any other vendor, or against any other Person;



- (ii) any unavailability of the Aircraft for any reason or interruption of or interference with Lessee's use, operation or possession of the Aircraft;
  - (iii) any defect in title, airworthiness, condition, design, operation of or use of the Aircraft, merchantability, fitness for any purpose, registration of the Aircraft or any damage to or (subject to the provisions of Clause 16.2 (*Total Loss After Delivery*)) loss or destruction of the Aircraft;
  - (iv) any insolvency, bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceedings by or against Lessor or Lessee or any other Person;
  - (v) any invalidity or unenforceability of or other defect in this Agreement; and,
  - (vi) any other cause or circumstance which but for this provision would or might otherwise have the effect of terminating, canceling, suspending, abating, reducing, deferring or in any way affecting any obligation of Lessee under this Agreement, including to lease the Aircraft or pay Rent. Lessee acknowledges and agrees that it has used its own judgment in selecting the Aircraft, and has not relied on Lessor or on any information supplied by Lessor, that Lessor is not a manufacturer of or dealer in aircraft.
- (b) Each payment of Rent made by Lessee shall be final. Lessee will not seek to recover all or any part of any payment of Rent for any reason whatsoever except for manifest error.
- (c) The provisions of this Clause 7.3 (*Absolute Obligations*) shall not be construed to limit Lessee's right to institute separate legal proceedings for direct damages or otherwise pursue remedies for direct damages against Lessor in the event of Lessor's breach of the terms of this Agreement or to limit Lessee's rights and remedies against any other Person.

#### 7.4 Currency Indemnity

- (a) If, under any applicable Law, whether as a result of a judgment or the liquidation of a party or for any other reason, any payment under or in connection with this Agreement is made or is recovered in a currency (the "**other currency**") other than the currency (the "**contractual currency**") in which it is payable pursuant to this Agreement then, to the extent that the payment (when converted into the contractual currency at the rate of exchange on the date of payment or, in the case of a liquidation, the latest date for the determination of liabilities permitted by the applicable Law) falls short of the amount unpaid under this Agreement, the payor shall as a separate and independent obligation, fully indemnify the party entitled to receive such payment against the amount of the shortfall. For the purposes of this sub-clause "**rate of exchange**" means the rate at which the payor is able on the relevant date to purchase the contractual currency in New York with the other currency.
- (b) Lessee waives any right it may have in any jurisdiction to pay any amount under this Agreement in a currency other than that in which such amount is expressed to be payable.

**7.5 Application of Payments by Lessor**

If any sum paid to Lessor or recovered by Lessor in respect of the liabilities of Lessee under this Agreement is less than the amount then due, Lessor may apply that sum to amounts that are then due under this Agreement in such proportions and order and generally in such manner as Lessor may determine in its reasonable discretion.

**7.6 Lessor's Determination of Amounts Due**

Any certificate or determination by Lessor as to any rate of interest or as to any other amount payable under this Agreement shall, in the absence of manifest error, be prima facie evidence of the amount so payable.

**7.7 Business Day Convention**

If any payment due under this Agreement (including any payment of Rent) would otherwise be due on a day which is not a Business Day, it shall be due on the immediately succeeding Business Day.

**7.8 Retention of Certain Payments**

Any amount referred to in any Operative Document which is payable to or retainable by Lessee shall not be paid to or retained by Lessee at any time when an Event of Default (other than an Event of Default arising solely under Clause 19.1(f) (*Cross Default*)) shall have occurred and be continuing, but instead such amount shall be paid to or held by Lessor as security to be held and applied in accordance with the provisions of this Agreement. At such time as there shall not be continuing any Event of Default (other than an Event of Default arising solely under Clause 19.1(f) (*Cross Default*)), such amount shall be paid to Lessee to the extent not applied in accordance with the preceding sentence. Where Lessor would, but for this Clause 7.8 or any similar provision, be obliged to make any payment to Lessee, Lessor may elect to make such payment but shall be entitled to deduct or withhold from such payment any amount then due and payable under this Agreement with prior electronic or written notice to Lessee.

**7.9 Invoices**

Lessor shall provide Lessee on a monthly, quarterly, semiannual or annual basis, as Lessor may determine in its sole discretion, a separate electronic or paper invoice reflecting the amount of Rent and payment of the Security Deposit, if applicable, due hereunder for each Rent Period, but failure by Lessor to issue an invoice or the non-receipt of any such invoice by Lessee shall not affect Lessee's obligation to make such payment. In addition, upon Lessee's request, Lessor or any other Indemnitee shall provide Lessee with an electronic or paper invoice and supporting documentation in connection with any other payment due hereunder, but failure by any such person to provide an invoice or supporting documentation or the non-receipt of any such invoice or supporting documentation by Lessee shall not affect Lessee's obligation to make such payment. Lessee shall provide Lessor with an electronic or paper invoice for any payments due from Lessor to Lessee.

## 8. LESSOR COVENANTS

### 8.1 Quiet Enjoyment

Lessor agrees that, provided no Event of Default has occurred and is continuing and **provided that** this Agreement shall not have been otherwise terminated, none of Lessor, any other Lessor Party and any Person lawfully claiming by, through or under it or any other Lessor Party shall take or cause to be taken any action to interfere with Lessee's or any Permitted Sublessee's right to use, possession and quiet enjoyment of the Aircraft. The foregoing shall not, however, prevent Lessor, or its successors, assigns or transferees, from exercising any rights or remedies under this Agreement.

### 8.2 Lessor Obligations following Expiry Date

Lessor shall within ten (10) days after the Expiry Date:

- (a) pay to Lessee a portion of any Rent paid to Lessor to the extent such portion is attributable to the period falling after, but excluding, the Expiry Date; and
- (b) pay to Lessee as an independent obligation an amount equal to the Security Deposit in accordance with Clause 6.2 (*Lessor Payment*) or return the Letter of Credit in accordance with Clause 6.5(k), whichever is applicable;

provided, that if any Event of Default (other than an Event of Default arising solely under Clause 19.1(f) (*Cross Default*)) has occurred and is continuing, Lessor may hold and apply any such amounts in or toward the cure of such Event of Default and, at such time as no such Event of Default is in existence, shall pay the unapplied portion thereof, if any, to Lessee.

### 8.3 Lessor Obligations regarding Tax Information

Lessor shall provide to Lessee the information described in Clause 20.6(c) hereof, as and when required pursuant to such Clause.

### 8.4 Lessor Obligations Regarding AD Cost Sharing

If Lessee performs an Airworthiness Directive issued by the FAA on the Aircraft on a terminating action basis which is required to be completed prior to the expiration of the Term. Lessor shall, subject to the provisions of Clause 7.8, if Lessor has received an invoice and documentation supporting the cost of performing such Airworthiness Directives on the Aircraft, reimburse Lessee at redelivery for a portion of such cost, if any, as determined in accordance with the formula set forth in Clause 5 of Part A of the Financial Terms Annex.

## 9. LESSEE COVENANTS

### 9.1 Performance

- (a) Lessee shall perform and comply with its undertakings, covenants and other agreements in this Agreement at all times prior to Delivery (where applicable) and during the Term. All such undertakings and covenants shall, except where expressly otherwise stated, be performed at the sole expense of Lessee.

- (b) Lessee shall remain liable to Lessor for all of Lessee's obligations and liabilities under this Agreement notwithstanding any delegation by Lessee to another Person of any such obligations or liabilities or any reliance by Lessee on another Person to perform or discharge any such obligations or liabilities, whether or not such delegation or reliance is permitted or contemplated by this Agreement (including the Permitted Sublessee and the sublease under Clause 10.3 (*Subleasing*)) (**provided that** to the extent any such obligation or liability is actually performed or discharged by such other Person on Lessee's behalf, such performance or discharge shall constitute performance or discharge of the corresponding obligation or liability of Lessee). Lessee further acknowledges and agrees that the Rent and other payments under this Agreement and the other Operative Documents shall be paid by and from Lessee or an Affiliate of Lessee (to the extent permitted by Clause 7.1) to Lessor directly and not paid by or from any Permitted Sublessee.
- (c) Lessee will cause any Post-Delivery Authorizations and Filings to be made or obtained as provided in the definition of such term and by the deadline provided in Clause 5 of Schedule 3 (*Conditions Precedent*).

## 9.2 Information – General and Financial

Lessee shall:

- (a) furnish to Lessor:
  - (i) by making the same available on its website or directly to Lessor if not posted on its website, no later than one hundred and twenty (120) days (and one hundred and fifty (150) days in the case of the English language version) days after the last day of each financial year of Lessee, its audited consolidated balance sheet and cash flow statement as of such day and its audited consolidated profit and loss statement for the year ending on such day;
  - (ii) by making the same available on its website or directly to Lessor if not posted on its website, no later than ninety (90) days after the last day of each financial quarter of Lessee, a copy of its unaudited financial statements for the period ending on such day, including its consolidated balance sheet, cash flow statements and consolidated profit and loss statement for the period ending on such day; and
  - (iii) to the extent that Lessee is permitted by applicable Law and is not bound by confidentiality undertakings to third parties, such other information concerning the business or financial affairs of Lessee as Lessor may from time to time reasonably request; provided, however, that under no circumstances shall Lessee be required to provide Lessor with financial or operational forecasts;
- (b) promptly notify Lessor of the occurrence of any Total Loss or of any event which is likely to result in a claim under the Insurances in excess of the Damage Notification Threshold;
- (c) promptly notify Lessor of the occurrence of any Event of Default; and

- (d) within fifteen (15) Business Days after receipt by Lessee of a request by Lessor (or such shorter period as may be set forth in any written request by any Government Entity for information or documents), Lessee shall furnish in writing to Lessor such information or documents within its possession or which are reasonably available to it (or copies thereof certified as correct by an authorized officer of Lessee) regarding the Aircraft as may reasonably be requested by Lessor or as may be required to enable Lessor to file any report or document required to be filed by it with any Government Entity because of its ownership interest in the Aircraft, the Airframe or the Engines.
- (e) unless available on Lessee's website, provide Lessor with copies of every report, notice or similar document generally issued by Lessee to all of its creditors (including its lessors and financiers of aircraft) at the time so issued;
- (f) throughout the Term,
  - (i) provide, or use commercially reasonable efforts to cause any Permitted Sublessee to provide, Lessor within ten (10) days after the end of each calendar quarter (or at such other times as may reasonably be requested by Lessor), a technical report for the Aircraft for the preceding quarter (or other period) in the form of Schedule 16 which must have all requested information completed and show (a) whether any Engine, APU or Landing Gear has been removed (specifying the reason for any such removal) and the details of the airframe on which such item has been installed or the actual physical location of such item if not so installed, (b) the Flight Hours and Flight Cycles used during the calendar quarter, (c) the next due C Check and (d) the current operated Engine Thrust Rating; and
  - (ii) should Lessor reasonably request information on the maintenance of the Aircraft beyond that contained in the reports issued pursuant to subclause (i) above or any information with respect to any Permitted Lessee or its operations, Lessee shall use reasonable efforts to provide such information as soon as reasonably practicable; and
- (g) throughout the Term, provide Lessor with any other information with respect to the Aircraft, any Engine or any Part or any Permitted Sublease or the operations of Lessee or any Permitted Sublessee as Lessor may reasonably request.

### 9.3 Operation of the Aircraft

Lessee shall:

- (a) operate the Aircraft solely for commercial purposes;
- (b) not use or operate the Aircraft in violation of or contrary to any applicable Regulation; provided that, the foregoing shall not prohibit Lessee from operating the Aircraft temporarily in any manner or location in the event of an emergency;
- (c) not knowingly permit any items to be on or transported by the Aircraft if it is prohibited by any Regulation for such item to be on or transported by the Aircraft;

- (d) not use or operate the Aircraft for any purpose for which the Aircraft is not designed or for any purpose other than primarily in passenger service in passenger configuration;
- (e) not use the Aircraft for purposes of training, qualifying or re-confirming the status of cockpit personnel except for the benefit of Lessee's cockpit personnel, and then only if the use of the Aircraft for such purpose is not disproportionate to the use for such purpose of other aircraft of the same or similar type operated by Lessee at the time of such training;
- (f) not use or operate the Aircraft or suffer or permit the Aircraft to be used or operated in any manner when the Insurances are not in full force and effect, and not use, operate or locate the Aircraft or suffer or permit the Aircraft to be used, operated or located in any manner not covered by the Insurances or in any area excluded from coverage by the Insurances (and without limiting the foregoing Lessee will not use, operate or locate the Aircraft or permit it to be used, operated or located in any area of recognized or threatened hostilities when the war risk Insurances are not in full force and effect and applicable thereto); provided, that, the foregoing shall not prohibit Lessee from operating the Aircraft temporarily in any such locations in the event of an emergency landing; and
- (g) not operate, maintain, modify, insure or deal with the Aircraft or any Engine or Part in a manner which adversely discriminates against the Aircraft or such Engine or Part, when compared with the manner in which Lessee operates, maintains, modifies, insures or deals with similar aircraft, engines or parts in Lessee's fleet.
- (h) except on a temporary basis in the event of an emergency landing, not use or operate the Aircraft, or permit the Aircraft to be used or operated in any manner or for any purpose which would knowingly violate any Sanctions applicable to Lessee, Lessor or the Aircraft;
- (i) not permit the Aircraft to be registered in a Prohibited Country at any time after seven (7) days of Lessee's receipt of written notice from Lessor that the country in which the Aircraft is registered is a Prohibited Country and, except on a temporary basis in the event of an emergency landing, not permit the Aircraft to proceed to, or remain at, or operate from any location in a Prohibited Country, unless each applicable consent, exception and license which is applicable to the Aircraft or its operation in such Prohibited Country has been obtained or applies without any action (evidence of which Lessee shall provide to Lessor upon Lessor's written request) and except that over flights may be conducted provided they comply with all Regulations and Sanctions and the terms of the Insurances; and
- (j) except on a temporary basis in the event of an emergency situation, not permit the Aircraft to be used outside the tolerances and limitations for which it was designed, contrary to Manufacturer's operating manuals or instructions or in any manner which might invalidate a Manufacturer warranty.

#### **9.4 General Covenants, Compliance and Undertakings**

Lessee shall:

- (a) at all times during the Term maintain (i) its business as a commercial scheduled air carrier; (ii) its corporate existence (except as permitted by Clause 9.7 below; and (iii) in full force and effect, all consents, licenses, authorizations, approvals, permits, rights and privileges material to its business or to the performance of its obligations under this Agreement;
- (b) comply with all Regulations required for the making of payments, and the performance by Lessee of its other obligations under this Agreement;
- (c) promptly pay or cause to be paid when due (i) all license, registration, navigation and airport fees and charges assessed and demanded by any Government Entity and/or any other air navigation authority in accordance with applicable Regulations relating to the Aircraft and (ii) all costs, expenses, charges, fees (including, without limitation, license and registration fees), Taxes and other outgoings related to the operation, storage, maintenance, leasing or registration of the Aircraft, which in either case if not paid when due could result in a Security Interest which is not a Permitted Lien being imposed on the Aircraft; and
- (d) comply with all applicable Laws concerning security measures to protect the Aircraft and its passengers from theft, destruction, hijacking, bombing or other acts of terrorism.

#### **9.5 Registration and Protection**

- (a) Lessee shall to the greatest extent permitted by applicable Law and subject to Lessee's receipt from Owner (if different from Lessor) and Lessor of any required documentation complying with any applicable execution formalities:
  - (i) so long as Owner continues to be eligible for such registration, keep the Aircraft registered with the AFAC in the name of Owner as owner thereof and not take or permit any action contrary to the continued registration of the Aircraft with the AFAC in the name of Owner other than (x) with Lessor's prior written approval which will not be unreasonably withheld or delayed or (y) in connection with the change of the State of Registration resulting from a sublease of the Aircraft to a Permitted Sublessee pursuant to the terms hereof;
  - (ii) subject to clause (iii) below, cooperate with Owner and Lessor with the registration and recordation with the AFAC and any other relevant public record (or as required to comply with the Cape Town Convention or the Geneva Convention where applicable) of (x) the Aircraft, this Agreement (or particulars thereof) or any other Operative Document or Financing Document, if applicable, and/or (y) the interest of Owner as owner and Lessor as lessor and, at Lessor's cost, the rights of any Financing Parties having a Security Interest in respect of the Aircraft or this Agreement, any other Operative Document or Financing Document (as the case may be) on such public record;
  - (iii) at Lessor's cost make and cooperate with Owner and Lessor with the making of any changes to the registrations referred to at (i) or (ii) above as may be necessary or advisable (and are consistent with the provisions of this Agreement or any other Operative Document or Financing Document, as applicable) to take

account of any change permitted by this Agreement in ownership of the Aircraft or any change in the financing of the Aircraft; and

- (iv) from the date of execution of this Agreement and at all times during the Term, be and maintain registered as a Transacting User Entity (as defined in the Cape Town Convention with respect to the International Registry).
- (b) Lessee shall not without the prior written consent of Lessor change the State of Registration other than as permitted pursuant to Clause 9.5(a)(i) and, following the termination of any sublease of the Aircraft during which the Aircraft is registered in a jurisdiction other than Mexico in accordance with the terms hereof, Lessee shall also have the right to re-register the Aircraft with the AFAC in the name of Owner as owner.
- (c) Lessee shall from time to time, do or cause to be done any and all acts and things which may be required or desirable (in the discretion of Lessor acting reasonably, but in each case consistent with the provisions of the Agreement and the other Operative Documents) which are requested in writing by Lessor, acting reasonably, to ensure that Lessor, and, at Lessor's cost, Owner (if different from Lessor) and the Financing Parties, if any, have or obtain the fullest benefit(s) of the Cape Town Convention and/or the Protocol as in effect in the State of Registration in connection with the Aircraft and any Engine, including (but not limited to):
  - (i) any matters connected with registering, perfecting or preserving and/or enhancing any International Interest(s) or other registrable interests vested in the Lessor, the Owner or the Financing Parties with respect to the Aircraft and/or any Engine and constituted by this Agreement or any other Operative Document and any interests arising out of any Permitted Sublease;
  - (ii) constituting any International Interest(s) or other registrable interests to be vested in the Lessor, the Owner or the Financing Parties with respect to the Aircraft and/or any Engine in connection with this Agreement or any other Operative Document;
  - (iii) entry into agreements (subordination or otherwise) to protect, perfect and/or enhance and/or improve the priority of any International Interest(s) or other registrable interests referred to in the foregoing Clause 9.5(c)(i) and/or (ii); and
  - (iv) taking all relevant actions and cooperating as may be requested by Lessor in writing with respect to the issuance of an IDERA to the extent such instrument becomes recognized in Mexico after the date hereof and all necessary Regulations implementing such recognition and measures with respect to the filing and acknowledgement of an IDERA have been fully adopted and implemented in Mexico after the date hereof; provided that Lessee shall only be required to take any such action or provide any such cooperation subject to, and in accordance with all applicable laws and regulations of Mexico, and simultaneously with the deactivation of the Deregistration Power of Attorney in effect at that time.
- (d) Lessee and Lessor agree that for all purposes of the Cape Town Convention, (i) this Agreement upon the Delivery of the Aircraft will constitute a separate International



Interest with respect to the Airframe and/or each Engine, and (ii) the Airframe and each Engine constitute Aircraft Objects.

- (e) For the avoidance of doubt, the costs and expenses in opening and maintaining the Transacting User Entity accounts of the Lessor, the Owner and any Financing Party shall not be at Lessee's cost.

## 9.6 Title and other Property and Security Interests

- (a) Lessee shall:

- (i) affix, and maintain in a prominent position, a fireproof plate (having dimensions of not less than 10 cm. x 7 cm.) on each Engine and in the cockpit or cabin of the Aircraft stating:

“THIS [AIRCRAFT/ENGINE] IS OWNED BY [●] [AND LEASED TO [●], AS LESSOR] AND IS LEASED TO AEROVÍAS DE MÉXICO, S.A. DE C.V., AS LESSEE [AND SUBJECT TO A MORTGAGE IN FAVOR OF [●]]”;

provided, that the replacement of any such fireproof plates required due to changes of ownership or lienholders shall be arranged and paid for by Lessor, except in the case of any change of ownership or lienholder following repossession of the Aircraft as a result of an Event of Default, in which case it shall be for Lessee's cost.

- (ii) not at any time (x) represent to others that Lessor, Owner, any Affiliate of Lessor, or any Financing Parties are in any way connected with or responsible for any operation of the Aircraft or the business of the Lessee or carriage (whether for hire or reward or gratuitously) which may be undertaken by Lessee; or (y) pledge the credit of Lessor, Owner, any Affiliate of Lessor or any Financing Parties;
    - (iii) not abandon the Aircraft, any Engine or any Part;
    - (iv) not allow (and not permit a Permitted Sublessee to allow) the Aircraft, any Engine or any Part or any of Lessor's, Owner's or any Financing Party's interest in the same, or this Agreement or the Insurances, to become or remain subject to any Security Interest (other than Permitted Liens) or become or remain subject of any attachment, deposit or encumbrance other than Permitted Liens and promptly at Lessee's expense take such action as may be necessary to discharge any such Security Interest other than Permitted Liens or any such attachment, deposit or encumbrance other than Permitted Liens if the same shall exist at any time; or
    - (v) not consent to any interests conflicting with (whether or not taking priority over) the interests of Lessor as lessor and Owner as owner or any Financing Party to be registered at the International Registry without the prior written consent of Lessor, or such Financing Party (as the case may be);
    - (vi) take all reasonable steps to ensure that the interests of Lessor and, if applicable, Owner and the Financing Parties in the Aircraft are, when appropriate, made known to third parties dealing with Lessee or any Permitted Sublessee and the Aircraft and Lessee will not (and will not permit a Permitted Sublessee to):

- (A) hold itself out as owner of the Aircraft or as having an economic interest in it equivalent to ownership (whether to obtain a particular tax treatment or otherwise);
  - (B) take or refrain from any action if, as a consequence, Lessee knows that the rights of Owner, Lessor or any Financing Party in the Aircraft or the validity, enforceability or priority of this Agreement, any mortgage in respect of the Aircraft, any Financing Documents or any Operative Document to which Lessee is a party could reasonably be expected to be adversely affected;
  - (C) represent to third parties that Lessor, Owner or any Financing Party is in any way associated with or responsible for the business activities of Lessee or any Permitted Sublessee
  - (D) permit the Aircraft to become or remain subject to any Security Interest (other than a Permitted Lien); or
  - (E) pledge the credit of Lessor, Owner or any Financing Party;
- (b) Lessee shall have no right, title or interest in or to any part of the Aircraft except the rights expressly set out in this Agreement.

#### 9.7 Lessee Existence.

Lessee will preserve its corporate existence, will not sell, lease, transfer or otherwise dispose of all or substantially all of its assets (in one or in any series of transactions) to any Person and will continue to be a regularly scheduled, commercial airline; provided that Lessee may sell, lease, transfer or otherwise dispose of all or substantially all of its assets (in one or a series of transactions) to any Person or merge or consolidate with any Person in a transaction in which it is not the surviving Person if the following conditions are satisfied:

- (a) Lessee has provided Lessor with thirty (30) days prior written notice of such transaction;
- (b) the Person acquiring such assets or the Person surviving such merger or consolidation (in either case, the “**Surviving Entity**”) assumes all of the rights and obligations of Lessee under the Operative Documents to which Lessee is a party;
- (c) the tangible net worth of the Surviving Entity is equal to or greater than the tangible net worth of Lessee immediately prior to such merger or consolidation, except where (if the Surviving Entity’s tangible net worth would be lower than such prior tangible net worth of the Lessee), this does not and could not reasonably be expected to cause an Event of Default or have a material adverse effect on the ability of the Surviving Entity to comply with its obligations under the Operative Documents;
- (d) the Surviving Entity is duly organized and validly existing under the laws of its state of organization;
- (e) the Surviving Entity shall execute and deliver to Lessor an agreement, in form and substance reasonably satisfactory to Lessor, by which the Surviving Entity assumes the

due and punctual performance and observance of each covenant and condition of Lessee under this Agreement and agrees to be bound thereby (such assumption of obligations to be legal, valid, binding and enforceable, except as enforcement of such agreement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting the rights of creditors generally and general principles of equity);

- (f) the Surviving Entity shall execute and deliver to Lessor and/or file such recordations and filings with any Government Entity (including the Aviation Authority) as Lessor shall reasonably deem to be necessary or advisable (including, without limitation, to preserve and protect the interests of Lessor and the Financing Parties) to evidence, or in connection with, such transfer of assets, merger or consolidation; and
- (g) prior to and immediately after giving effect to such transfer of assets, merger or consolidation, no Event of Default shall have occurred and be continuing.

Lessee shall pay all actual and reasonable costs and expenses incurred by Lessor and, if applicable, any Financing Party (including all reasonable legal fees and expenses) in relation to any such transfer of assets, merger or consolidation following receipt of an invoice and supporting documentation in respect thereof reasonably acceptable to Lessee.

[REDACTED]

## 10. POSSESSION, SUBLEASING AND POOLING

### 10.1 Possession

Lessee shall not, without the prior written consent of Lessor, sublease, wet lease or part with or deliver possession of the Aircraft, the Engines or any Part to any third party except:

- (a) with respect to the Aircraft, the Engines or any Part, to an Approved Maintenance Performer or the applicable Manufacturer for testing, modification, maintenance, repair, overhaul or other work to the extent required or permitted by this Agreement;
- (b) with respect to the Aircraft on a wet lease which complies with Clause 10.2;
- (c) with respect to the Aircraft on a sublease which complies with Clause 10.3; and
- (d) with respect to an Engine or a Part as expressly permitted by this Agreement.

### 10.2 Wet leasing

Lessee shall be permitted to wet lease or charter the Aircraft to a third party **provided that** under the terms of such wet lease or charter:

- (a) the Aircraft shall be operated solely by regular employees of Lessee possessing all current certificates and licenses that are required by applicable Regulations;
- (b) the Aircraft shall remain subject to the insurance coverage required under Clause 15 or such other insurance coverage as is approved by Lessor;

- (c) the Aircraft shall be maintained by Approved Maintenance Performers in accordance with the Maintenance Program and Lessee's normal maintenance practices;
- (d) the Aircraft shall not be subject to any change in its State of Registration;
- (e) such wet lease or charter is expressly subordinated to this Agreement and the rights of Lessor and the Financing Parties hereunder and to the Aircraft;
- (f) the duration of such wet lease shall not extend beyond the Term;
- (g) the Aircraft shall stay on Lessee's air operator's certificate and shall be primarily based (having routine overnight stays) at a location in the United States, Mexico or the jurisdiction in which the air operator certificate of any Permitted Sublessee is issued; and
- (h) no Material Event of Default shall have occurred and be continuing at the time of the commencement of such wet lease or charter;

and **provided always that** for any wet leasing such arrangement is by its terms expressly subordinated to this Agreement, the rights of Lessor under this Agreement (and, if applicable, the rights of Owner, any Financing Party or other assignee of Lessor) and to the Aircraft, and Lessee's obligations under this Agreement and the other Operative Documents shall continue in full force and effect notwithstanding any charter or wet lease. Lessee shall give Lessor advance written notice and a copy of any wet lease lasting for a period of more than one year and promptly following receipt of a written request from Lessor, Lessee shall provide Lessor a copy of any wet lease and any related documents to Lessor (subject to redacting any information which Lessee has an obligation to keep confidential and the amount of rent and all other economic terms).

### 10.3 Subleasing

- (a) So long as no Event of Default has occurred and is continuing (or would result from the execution and delivery or performance of such proposed sublease), Lessee may, (x) without requiring any consent from Lessor, sublease the Aircraft to (A) a Subsidiary of Lessee or its parent that is more than 50% controlled by Lessee and that is located in the same jurisdiction as any of the Pre-Approved Sublessees or (B) to a Pre-Approved Sublessee provided that at such time such Pre-Approved Sublessee is a solvent commercial air carrier or air operator holding a valid air operator's certificate or (y) with the consent of the Lessor (not to be withheld unreasonably or delayed), sublease the Aircraft to any Person not described in clause (x) (a person described in either clause (x) or (y), a "**Permitted Sublessee**"). Any proposed sublease shall satisfy each of the following conditions:
  - (i) Lessee shall have given not less than thirty (30) days' prior written notice to Lessor of its intention to enter into any sublease agreement or arrangement (which notice shall include a description of the proposed subleasing arrangements including the identity of the proposed sublessee, the term of the sublease and the proposed delivery date under the sublease) and Lessee shall have provided to Lessor at least ten (10) days' prior to execution of the sublease agreement, a copy of the draft sublease agreement and the draft insurance certificate (it being acknowledged that in any event (x) Lessee may redact the

amount of rent and all other economic terms, (y) the below conditions are required to be satisfied prior to commencement of the relevant sublease and (z) the evidence and/or documentation specified below shall be required to be provided to Lessor prior to commencement of the relevant sublease so as to give Lessor a reasonable period of time to review the same);

- (ii) no Event of Default shall have occurred and be continuing at the time of commencement of such sublease;
- (iii) the sublease requires the sublessee to operate the Aircraft on terms that would not cause Lessee to be in default under Clause 9.3 (*Operation of the Aircraft*), maintain the Aircraft on terms that would not cause Lessee to be in default under Clause 11.3 (*Maintenance and Repair*) and (if the sublessee is to maintain Insurances rather than Lessee) insure the Aircraft on terms that would not cause Lessee to be in default under Clause 15 (*Insurance*) and shall contain terms that would not cause Lessee to be in default in relation to the restrictions on interchange and replacement of Engines and Parts contained in Clause 10.4 (*Pooling*) and Clause 12 (*Interchange and Replacement of Engines and Parts*); provided, however that, the rights described in Clause 13(a) shall not be included in any sublease;
- (iv) the sublease shall not permit any further subleasing of the Aircraft;
- (v) the sublease shall not have a term which extends or is capable of extending beyond the Term;
- (vi) on or prior to the commencement of the sublease Lessee shall provide to Lessor evidence satisfactory to Lessor confirming that the Aircraft will continue to be insured in accordance with this Agreement;
- (vii) the sublessee under the sublease shall not at the time of commencement of the relevant sublease be insolvent or otherwise be subject to any events of the type set out in clauses (h) through (j) of Clause 19.1 (*Events*);
- (viii) the sublessee under the sublease shall hold all certificates, licenses, permits and authorizations required for its use and operation of the Aircraft;
- (ix) the sublease shall (A) expressly acknowledge and state that it is subject to and subordinate to this Agreement and the ownership rights of Owner, (B) expressly acknowledge and state that Lessee is not released from any of its obligations under this Agreement, and (C) not grant to any Permitted Sublessee any purchase option or other right to acquire title to the Aircraft; and the sublessee shall execute an acknowledgment addressed to Lessor, Owner and any Financing Parties Representative confirming the foregoing and acknowledging that the sublease will terminate on or before the Expiry Date;
- (x) Permitted Sublessee shall have a valid air operator's certificate and any other relevant licenses required for the operation of the same type of aircraft as the Aircraft, copies of which documents shall be provided to Lessor;

- (xi) Lessee will use commercially reasonable efforts to obtain and, to the extent Lessee is entitled to receive the same under the sublease, Lessee shall provide Lessor with copies of:
  - (A) if the State of Registration is within the European Union or the Permitted Sublessee operates within the European Union, a letter from the Permitted Sublessee addressed to the European Organisation for the Safety of Air Navigation (“**Eurocontrol**”), pursuant to which the Permitted Sublessee authorizes Eurocontrol to provide the Lessee with a general statement of account in relation to air navigation charges incurred by it and due to Eurocontrol;
  - (B) if the State of Registration is within the European Union or the Permitted Sublessee operates within the European Union, and if applicable, a letter from the Permitted Sublessee addressed to all governmental entities in the European Union charged with administering any EU emissions trading scheme legislation pursuant to EU Directive 2008/101/EC (amending Directive 2003/87/EC), pursuant to which the Permitted Lessee authorizes such governmental entities to issue to Lessee, upon Lessee’s request from time to time, a statement of account of all sums due by the Permitted Sublessee to such governmental entities in respect of the Aircraft and the Permitted Sublessee’s fleet;
  - (C) a letter from the Permitted Sublessee addressed to whom it may concern, pursuant to which the Permitted Sublessee grants a general authorization to all relevant airport authorities to issue to Lessee, upon Lessee’s request from time to time, a statement of account of all sums due by the Permitted Sublessee to any such authority in respect of the Aircraft and the Permitted Sublessee’s fleet; and
  - (D) an Assignment of Insurances in form and substance reasonably satisfactory to Lessor;
- (xii) if the Aircraft is to be maintained by such Permitted Sublessee, Lessee shall procure that Lessor and the Financing Parties Representative is provided with a copy of the matrix and preamble to the Permitted Sublessee’s Maintenance Program for the Aircraft;
- (xiii) if the Permitted Sublessee is situated in, or the Aircraft is registered in, a Contracting State for the purposes of Article 4 of the Cape Town Convention, Lessee shall (x) provide to Lessor satisfactory confirmation of the registration of any international interests arising under the Cape Town Convention, (y) use commercially reasonable efforts to obtain an IDERA (if available in such jurisdiction) and, to the extent Lessee receives the same in connection with the sublease, provide a copy of any such IDERA to Lessor and (z) provide, regardless of the location of any Permitted Sublessee, copies of any deregistration powers of attorney or similar documents for deregistration and export of the Aircraft issued in favor of Lessee; and
- (xiv) Lessee shall provide to Lessor and the Financing Parties Representative a legal opinion (in form and substance satisfactory to the Lessor) from reputable,

independent legal counsel acceptable to Lessor acting reasonably. Such opinion shall include but not be limited to:

- (A) confirmation that all actions, registrations and recordations required under the laws of the sublessee's jurisdiction of organization or any new State of Registration to perfect the interests of Lessor and the Financing Parties Representative in respect of the Aircraft and under the Operative Documents (including the enforceability of this Agreement and any mortgage granted over the Aircraft), including on the International Registry, if applicable, have been effected (or are required to be effected after delivery of the Aircraft under the sublease, in which case Lessee shall procure that such actions, registrations or recordations are completed promptly after such delivery);
  - (B) due authorization, execution and delivery by the Permitted Sublessee of the Permitted Sublease; and
  - (C) the validity and enforceability of the documentary terms of the Permitted Sublease, including with respect to the subordination of the Permitted Sublease to this Agreement, against the proposed Permitted Sublessee.
- (b) If the Aircraft is to be registered in a new State of Registration in connection with a sublease or the termination of a sublease, Lessee shall procure that all filings, recordings and registrations are made to the extent necessary (i) to deregister the Aircraft from the registry maintained by the then existing State of Registration, (ii) to register the Aircraft in the new State of Registration in the name of Owner as owner (and if that is not possible, in the name of Lessee or the sublessee with the interests of Owner, Lessor and Lessee noted in the registry to the extent permitted by applicable Law) in accordance with and to the extent permitted by applicable Law in the new State of Registration, and (iii) to register, record, protect and/or perfect the Security Interest of any Financing Parties Representative in the new State of Registration in accordance with and to the extent permitted by applicable Law in the new State of Registration. Lessor shall co-operate and procure that Owner and the Financing Parties co-operate with Lessee upon reasonable request by Lessee to assist Lessee and/or the sublessee, as the case may be, in promptly making any filings, recordings and registrations in the existing State of Registration and, if applicable, any new State of Registration which are necessary in connection with any subleasing or change in the State of Registration. Lessee shall pay all reasonable and documented costs, expenses and liabilities incurred by Lessor and any Financing Party in connection with such filings, recordings and registrations (and no sublease shall be permitted unless and until such filings, recordings and registrations have been made or arrangements have been made to effect the same following the delivery of the Aircraft under the sublease).
- (c) Lessee shall provide Lessor with a copy of the executed sublease and any amendments thereto within five (5) Business Days after the execution of such sublease or such amendments; such copy may be in electronic form, it being agreed that Lessee may redact the amount of Rent and all other economic terms.
- (d) No subleasing of the Aircraft shall release Lessee from its obligations under this Agreement, and Lessee hereby confirms and agrees that it shall remain fully liable to

perform all of its obligations under this Agreement notwithstanding any such subleasing (including the payment of Rent and other payments which shall be paid or otherwise performed by Lessee to Lessor directly and not paid by or from any Permitted Sublessee) and shall be primarily liable for any act or omission of any sublessee in connection with any such subleasing; provided that Lessee's obligations hereunder (other than the payment of Rent and other payments) shall be satisfied to the extent performed by a sublessee.

- (e) Each of Lessor and Lessee may request additions or deletions to the list of Pre-Approved Sublessees on Schedule 13 from time to time and each party shall consider such proposed addition or deletion, as the case may be, in good faith.
- (f) Without duplication of any amounts referred to in Clause 10.3(b), all reasonable out-of-pocket costs and expenses (including reasonable legal fees) incurred and documented by Lessor, Owner or any Financing Party in connection with the consideration and/or implementation of any actual or proposed subleasing of the Aircraft pursuant to this Clause 10.3 shall be for the account of Lessee (including, without limitation, any stamp duty or other documentary Taxes (other than Lessor Taxes) to which any of the Operative Documents are or may become subject).

#### 10.4 Pooling

##### (a) Pooling of Engines

Lessee shall not permit any Engine to become subject to pooling or interchange arrangements or permit any Engine to go out of its possession pursuant to any such arrangement unless:

- (i) no Event of Default has occurred and is continuing;
- (ii) the installation of the Engine on a Pool Aircraft (as defined below) is in accordance with the provisions of an engine pooling arrangement with the Engine Manufacturer or with an Approved Maintenance Performer or with responsible, commercial air carriers in each case the terms of which Lessor has approved in writing in its sole discretion and which, among other things, contains the following requirements:
  - (A) the Engines will only be installed on an aircraft (a "**Pool Aircraft**") with which it is compatible and which is a Boeing 737 MAX aircraft;
  - (B) the arrangements under which the Pool Aircraft are owned or operated ensure that title to any Engine installed on that aircraft remains vested in Owner following the installation of the Engine on that Pool Aircraft and shall not jeopardize Owner's, Lessor's or any Finance Party's rights in that Engine;
  - (C) the arrangements under which the Pool Aircraft is insured would permit the recovery by Lessor of an amount at least equal to the full replacement value of that Engine upon the Total Loss of that Pool Aircraft (including the Engine) when the Engine is installed thereon; and



- (D) the Engine is re-installed on the Airframe prior to the Expiry Date unless it is replaced by a Replacement Engine in accordance with Clause 12.6.

**(b) Pooling of Parts**

Lessee may part with possession of any Part pursuant to a pooling or interchange arrangement with one or more responsible, solvent aircraft operators or aircraft, engine or parts manufacturers or suppliers, engine lessors or maintenance providers on terms customary in the industry which do not contemplate transfer of title to the pooled Part to any person.

**11. TECHNICAL REPORTING, AIRCRAFT DOCUMENTS, INSPECTION, MAINTENANCE AND REPAIR**

**11.1 Aircraft Documents**

Lessee shall:

- (a) keep accurate, complete and current records (which records shall form part of the Aircraft Documents and, notwithstanding that such records may be generated by Lessee, shall be deemed the property of Owner and leased to Lessee hereunder) as listed in Schedule 7 or as may otherwise be required by the Aviation Authority, the FAA, the Maintenance Program and all applicable Regulations;
- (b) maintain all technical Aircraft Documents in English (except for the cabin rectification log book which may be maintained Spanish) in Lessee's format (which may be microfiche, microfilm, paper or, subject to Clause 11.1(d), digital and/or electronic format or any other form);
- (c) retain and store such Aircraft Documents, as required by the Aviation Authority, the FAA, the Maintenance Program and all applicable Regulations and other materials at either (i) Lessee's or any Permitted Sublessee's principal place of business, (ii) the facility of an Approved Maintenance Performer or (iii) a storage location under Lessee's or any Permitted Sublessee's control, and not permit any other Person (other than an Approved Maintenance Performer or a Permitted Sublessee) to have possession of or control over the same without Lessor's prior written consent;
- (d) subject to compliance with Aviation Authority and FAA requirements, be permitted to maintain some or all of its fleet records in digital and/or electronic format; and
- (e) ensure that no original hard copy Aircraft Documents which are in the possession of or held to the order of the Lessee, any Permitted Sublessee or any Maintenance Performer and are required to be maintained in such original hard copy format by (i) the Aviation Authority, (ii) the Maintenance Program or (iii) this Agreement shall be destroyed.

**11.2 Inspection**

- (a) Upon Lessor's request, Lessee shall arrange that at any reasonable time during the Term (but no more than once per calendar year unless an Event of Default has occurred and is continuing, in which case such limitation shall not apply), Lessor or

its authorized representatives may inspect the Aircraft and the Aircraft Documents, as provided herein and Lessee shall provide all reasonable assistance and co-operation in connection with such inspection (including facilitating access to the Aircraft and the Aircraft Documents). Any such inspections shall not disrupt Lessee's normal business operations and inspections of the Aircraft shall be limited to a walk-around inspection. During any such inspection, Lessor may, at its own expense, make copies of the Aircraft Documents.

- (b) Each such inspecting Person shall be solely responsible for its cost of conducting an inspection (including all reasonable out-of-pocket expenses and insurance coverage) unless either (i) an inspection reveals that Lessee has failed to comply in any material respect with its obligations under this Agreement, in which case any follow up inspection required to verify that remedial work has been completed will be at Lessee's cost or (ii) an Event of Default has occurred and is continuing in which case the reasonable cost of any inspections reasonably required by the Lessor will be at Lessee's cost.
- (c) Lessor shall not have any duty or obligation to inspect the Aircraft or arising out of such inspection and Lessor shall not incur any liability as a result of non-exercise of any inspection rights in this Clause 11.2.
- (d) Any inspection of the Aircraft (including any Aircraft Documents) shall be solely for Lessor's information and failure to notify Lessee of any discrepancies thereafter shall not imply that Lessee is in compliance with this Agreement, its maintenance provisions or applicable Law.

### **11.3 Maintenance and Repair**

Lessee shall or shall procure that an Approved Maintenance Performer shall, maintain, overhaul and repair the Aircraft so that at all times during the Term:

- (a) the Aircraft is kept airworthy in all respects and in good operating condition and repair and suitable for revenue passenger service at all times except, in either case, while the Aircraft is undergoing maintenance, modification or repair required or permitted by this Agreement;
- (b) Lessee has a current and valid certificate of airworthiness (in the appropriate category for the nature of the operations of the Aircraft) for the Aircraft issued by the Aviation Authority, and Lessee will from time to time provide to Lessor a copy thereof within ten (10) days of Lessor's request;
- (c) the Aircraft is maintained in accordance with the Maintenance Program through an Approved Maintenance Performer and in at least the same manner and with at least the same care as is the case with respect to similar aircraft owned, leased or otherwise operated by Lessee or, if the Aircraft is being subleased, the Permitted Sublessee (taken as a whole), and as if Lessee were to retain and continue operating the Aircraft in its fleet after the Expiry Date, including maintenance scheduling, modification status and technical condition, and all maintenance to the Airframe, any Engine or any Part required to maintain all warranties applicable to the Aircraft (including the Engines and all Parts) in full force and effect in accordance with their terms;

- (d) the Aircraft complies with all Regulations, Mandatory Orders and Airworthiness Directives, regardless of upon whom such requirements are imposed having a compliance date during the Term;
- (e) Lessee and the Aircraft are each in compliance with any other applicable Regulation which relates to the maintenance, condition, use or operation of the Aircraft or requires any modification or alteration to the Aircraft, any Engine or Part regardless of upon whom such requirements are imposed; and
- (f) any replacement of an Engine or Part in the course of maintenance is in accordance with Clause 12 (*Replacement and Interchange of Engines and Parts*).

#### 11.4 Maintenance Program

- (a) Lessee shall at all times ensure that the Aircraft is subject to the Lessee's maintenance program or, except in connection with redelivery of the Aircraft hereunder, a Permitted Sublessee's maintenance program which, in either case, is approved by the Aviation Authority and based on the Manufacturer's Maintenance Planning Document (the "**Maintenance Program**").
- (b) Upon Lessor's request, Lessee shall furnish to Lessor a copy of the then most current version of the Maintenance Program.

### 12. REPLACEMENT AND INTERCHANGE OF ENGINES AND PARTS

#### 12.1 Replacement and Interchange of Engines and Parts

- (a) So long as no Event of Default shall have occurred and be continuing, Lessee shall have the right at its option at any time, on prior written notice to Lessor, to permanently replace any Engine with a Replacement Engine by complying with the terms of Clause 12.6 (*Permanent Replacement of Engines and Parts*). Such prior written notice shall be given to Lessor at least [REDACTED] prior to the Redelivery Date, except in connection with a Total Loss of an Engine or failure of an Engine to meet the Redelivery Conditions.
- (b) Lessee shall promptly replace or procure the replacement of any Part which has become time, cycle or calendar-expired, lost, stolen, seized, confiscated, destroyed, damaged beyond economic repair, unserviceable or permanently rendered unfit for use, in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*).
- (c) Lessee shall be entitled to install and permit the installation of engines and parts on the Aircraft other than the Engines and Parts **provided that**:
  - (i) a permanent replacement of an Engine or Part shall be in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*);
  - (ii) a temporary replacement of an Engine shall be in accordance with Clause 12.3 (*Installation of other engines*); and
  - (iii) a temporary replacement of a Part shall be in accordance with Clause 12.4 (*Installation of other parts*).

## 12.2 Removed Engines and Parts

Lessee shall be entitled to remove and permit the removal of an Engine or Part from the Aircraft **provided that:**

- (a) any Removed Engine or Removed Part (as the case may be) is promptly replaced in accordance with Clause 12.1 (*Replacement and Interchange of Engines and Parts*); and
- (b) such Removed Engine or Removed Part:
  - (i) is (x) installed on another aircraft in accordance with Clause 12.5 (*Installation of Engines and Parts on Other Aircraft*), (y) properly and safely stored in accordance with the AMM requirements and procedures, or (z) in the possession of an Approved Maintenance Performer for repair, maintenance, modification and/or refurbishment in accordance with this Agreement;
  - (ii) is kept free of Security Interests (other than Permitted Liens);
  - (iii) continues to be covered by the Insurances; and
  - (iv) remains the property of Owner unless and until there has been a permanent replacement in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*) and unless and until title to that Replacement Engine or Replacement Part, as applicable, has passed to Owner pursuant to and in accordance with this Agreement;
- (c) Lessee complies with Clause 9.7 (*Recognition of Rights*) with respect to any Removed Engine and Removed Part; and
- (d) in addition to the foregoing requirements, if a Material Event of Default has occurred and is continuing, Lessee may only remove or permit the removal of an Engine from the Aircraft for the sole purpose of performing necessary maintenance on such Engine.

Lessee shall ensure that any Removed Engine or Removed Part is reinstalled on the Aircraft or permanently replaced by a Replacement Engine or Replacement Part in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*) by no later than the Expiry Date.

## 12.3 Installation of other engines

Lessee may only install and permit the installation of an engine on the Airframe that is not a permanent replacement in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*) if:

- (a) such engine is suitable for operation on the Airframe and the installation of such engine on the Airframe is not prohibited by the Aviation Authority;
- (b) such engine is owned by or leased or conditionally sold to Lessee or a Permitted Sublessee or in Lessee's or a Permitted Sublessee's possession pursuant to a pooling arrangement; and

- (c) the Insurances for the Aircraft are not adversely affected.

No later than the Expiry Date, Lessee shall remove any engine that is not an Engine and replace it with the relevant Removed Engine or a Replacement Engine in accordance with Clause 12.6.

#### 12.4 Installation of other parts

Lessee may install and permit the installation of any part on the Aircraft that is not a permanent replacement pursuant to Clause 12.6 (*Permanent Replacement of Engines and Parts*) if:

- (a) as soon as reasonably practicable after a part is installed on the Aircraft, but before the Expiry Date, Lessee removes that part and replaces it with the relevant Removed Part or a part that is a permanent replacement pursuant to Clause 12.6; and
- (b) the Insurances for the Aircraft are not adversely affected.

#### 12.5 Installation of Engines and Parts on Other Aircraft

- (a) Lessee shall only be entitled to install or permit the installation of a Removed Engine or Removed Part on another aircraft (the “**Other Aircraft**”) if such aircraft is operated by Lessee or a Permitted Sublessee or a Person that is a party to a pooling arrangement in accordance with Clause 10.4 and if:
- (i) Owner remains the owner of the Removed Engine or Removed Part until it is permanently replaced pursuant to Clause 12.6 (*Permanent Replacement of Engines and Parts*) and the Removed Engine or Removed Part does not thereby become subject to a Security Interest (other than a Permitted Lien) and remains subject to this Agreement;
- (ii) neither the provisions of applicable Law nor the terms of any lease, pooling arrangement or other agreement or Security Interest to which the Other Aircraft is subject, (x) prohibit such installation, or (y) require that the Removed Engine or Removed Part become the property of a Person other than Owner and/or subject to any Security Interest, or (z) will have the effect at any time of divesting or impairing the title and interests of Owner as owner and Lessor as lessor of the Removed Engine or Removed Part (or the rights of the Financing Parties under any Security Interest or assignment in respect of the Removed Engine or Removed Part);
- (iii) such Removed Engine or Removed Part is compatible with the airframe upon which it is installed;
- (iv) in respect of Removed Engines, the rights of Lessor and any Financing Party are recognized in accordance with Clause 9.8; and
- (v) no Material Event of Default has occurred and is continuing.
- (b) Lessee shall ensure that any Removed Engine or Removed Part is reinstalled on the Aircraft or permanently replaced by a Replacement Engine or Replacement Part in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*) by no later than the Expiry Date.

## 12.6 Permanent Replacement of Engines and Parts

- (a) If Lessee provides Lessor with a notice under Clause 12.1(a) that it will permanently replace an Engine or if an Engine is subject to a Total Loss, Lessee shall procure that good and marketable title to a Replacement Engine free and clear of all Security Interests other than Permitted Liens is conveyed to Owner and that such Replacement Engine is subject to this Agreement whereupon the Replacement Engine shall be an Engine hereunder and the replaced Engine shall cease to be an Engine. Lessee shall supply to Owner all such title documents as Lessor may reasonably require to evidence and perfect such transfer of title in accordance with all applicable Laws (including the provision if requested by Lessor of bills of sale, any amendments or supplements to this Agreement, legal opinions and any and all applicable filings, including under the UCC), and where the Cape Town Convention applies, the parties shall procure the prompt registration of the transfers of title at the International Registry. Prior to any title transfer permitted hereby, all records described in the definition of "Replacement Engine" for such Replacement Engine shall be made available to Lessor in electronic format.
- (b) Upon installation of a Replacement Part on the Airframe or any Engine, that Replacement Part shall without further act be deemed transferred to and owned by Owner and subject to this Agreement.

## 12.7 Equipment Changes

- (a) So long as no Event of Default has occurred and is continuing (unless such Equipment Change is required by the Aviation Authority or the FAA) Lessee may from time to time make or permit Equipment Changes as it may consider desirable in the proper conduct of its business and without prior Lessor approval; provided that each such Equipment Change (i) is approved by the Aviation Authority and the FAA, and (ii) (w) is required by the Aviation Authority or the FAA or (x) is a change to or modification of the cabin configuration, the inflight entertainment system or the Wi-Fi system or connection that does not permanently and materially diminish or impair the value or utility of the Aircraft, or (y) has been approved by Lessor in writing, or (z) does not and will not:
  - (1) result in (A) a breach of Lessee's obligations under this Agreement, (B) any expense payable by Lessor or (C) any change in the category or status of the Aircraft for purposes of any laws of the State of Registration or of the Aviation Authority;
  - (2) materially diminish or impair the value, utility or airworthiness of the Aircraft; or
  - (3) have a cost in excess of [REDACTED], with such amount to be escalated by [REDACTED]% per annum on the date of this Agreement and each anniversary thereof.
- (b) Title to any equipment installed on the Aircraft pursuant to an Equipment Change after the Delivery Date that is owned by Lessee will on installation, without further act, vest in Owner and shall be a Part subject to this Agreement free and clear of all

Security Interests (other than Permitted Liens). Lessee will at its own expense take all such steps and execute, and procure the execution of, all such instruments as Owner may reasonably require and which are necessary to ensure that title so passes to Owner according to all applicable Laws.

- (c) So long as no Event of Default has occurred and is continuing, Lessee may remove and retain any Equipment Change to the extent it is severable from the Aircraft and (i) such Equipment Change is not required by a Mandatory Order or an Airworthiness Directive, (ii) such severance will not adversely affect the value, utility, condition or airworthiness of the Aircraft in comparison to its value, utility, condition or airworthiness prior to the installation of such Equipment Change, and (iii) such Equipment Change did not constitute directly or by function a replacement of a Part or Parts installed on the Aircraft at Delivery unless the Part or Parts so replaced are reinstalled on the Aircraft. Title to all parts, components, equipment and furnishings comprising any such removed Equipment Change will, on such removal, vest in Lessee free from any claim of Owner or Lessor or Security Interest of the Financing Parties and all such parts, components, equipment and furnishings shall cease to be Parts subject to this Agreement.

#### 12.8 Lessee Title

Following (i) transfer of title of a Replacement Engine or Replacement Part in accordance with Clause 12.6(a) and (b) respectively, or (ii) removal of an Equipment Change in accordance with Clause 12.7(c), title to the replaced Engine or Part or removed Equipment Change will, pass to Lessee on an "AS IS, WHERE IS" basis, without recourse, representation or warranty, except that Owner shall represent and warrant to Lessee that it has conveyed to Lessee such title to such replaced Engine or Part as was conveyed to it free and clear of all Lessor Liens, and Lessor will procure that Owner will (at Lessee's request and cost) provide such documents as Lessee may reasonably require to evidence and perfect such transfer of title in accordance with all applicable Laws (including the provision, if required, to Lessee of bills of sale), and where the Cape Town Convention applies, cooperate with the prompt registration of the transfers of title at the International Registry.

#### 13. MANUFACTURER'S WARRANTIES

- (a) With effect from Delivery and for the duration of the Term, subject to any required consent of any manufacturer, vendor, sub-contractor or supplier, Owner and Lessor hereby make available to Lessee, and authorizes Lessee to exercise, such rights as Owner and/or Lessor may have under any warranty with respect to the Aircraft, any Engine or any Part made by any manufacturer, vendor, sub-contractor or supplier (including compensation for loss of use of the Aircraft during the Term), to the extent that the same have not otherwise been made available to Lessee pursuant to any other agreement.
- (b) Lessee shall give Lessor prompt written notice of any warranty claim in respect of the Aircraft which is settled with Lessee on the basis of a total or partial cash payment in excess of the Damage Notification Threshold.
- (c) Lessee shall take all reasonable steps and execute all documents as are necessary at the end of the Term to ensure that the benefit of any warranties to which this Clause 13 (*Manufacturer's Warranties*) applies and which have not expired is vested

in Owner including all claims thereunder (whether or not perfected and not including any claims relating to Lessee's loss of use and operation of the Aircraft); provided, that in the event Lessee is required to pursue any such claims, Lessee will agree to do so only upon receipt of satisfactory indemnification for costs and expenses from Lessor, provided further that Lessee shall provide evidence of such costs and expenses to Lessor.

## 14. INDEMNITIES

### 14.1 General

Lessee agrees to assume liability for (as between itself and the Indemnitees), and to defend and indemnify and hold harmless each of the Indemnitees against any and all Losses (without duplication):

- (a) which may at any time be suffered or incurred by any Indemnatee directly or indirectly as a result of, arising from or connected with the possession, delivery, purchase, sale, ownership, importation, transportation, pooling, interchange, leasing, subleasing, wet leasing, chartering, storage, registration, de-registration, insurance, replacement, maintenance, modification, refurbishment, requisition, condition, service, repair, overhaul, control, management, use, operation, exportation or redelivery of the Aircraft, any Engine or Part (either in the air or on the ground), whether or not such Losses may be attributable to any defect in the Aircraft, any Engine or any Part or to its design, testing or use or otherwise, and regardless of whether it arises out of or is attributable to any act or omission, negligent or otherwise, of any Indemnatee;
- (b) which arise as a result of the prevention or attempt to prevent the arrest, confiscation, seizure, taking in execution, impounding, forfeiture of the Aircraft or in securing release of the Aircraft, unless the foregoing occurs as a result of a Lessor Lien;
- (c) which may at any time be suffered or incurred as a consequence of any design, testing, use of any article or material in the Aircraft, any Engine or any Part, including any defect therein (regardless of whether it is discoverable) or its operation or use constituting an infringement of patent, copyright, trademark, design or other proprietary right; or
- (d) any breach by the Lessee of its obligations under the Operative Documents (including, without limiting the generality of the foregoing, a late payment or non-payment of any amount due hereunder);

but excluding any Loss in relation to a particular Indemnatee to the extent that such Loss:

- (i) is attributable to the Gross Negligence or willful misconduct of any Indemnatee; or
- (ii) is attributable to a Lessor Tax or a Lessor Lien; or
- (iii) is a Tax (without prejudice to any Indemnatee's rights under any other provision of this Agreement); or



- (iv) is attributable to acts or events which occur before the Delivery Date or after the Aircraft has been redelivered to Lessor in compliance with Clause 19 (*Redelivery*) and is no longer subject to this Agreement, unless any such act or event is attributable to an act, omission, event or circumstance which occurred during the Term; or
- (v) is attributable to the breach by any Indemnitee of this Agreement or any other Operative Document or any misrepresentation made herein but excluding any such breach which is attributable to or arises out of an Event of Default; or
- (vi) constitutes the ordinary and usual operating and overhead expenses of an Indemnitee; or
- (vii) arises in respect of any voluntary sale, assignment, conveyance, transfer or other disposition by any Indemnitee of (x) the Aircraft, an Engine or any interest therein that is not a replacement thereof under this Agreement or (y) any interest in this Agreement or any other Operative Document, except any sale, assignment, transfer or other disposition following the occurrence and during the continuance of an Event of Default;
- (viii) is in respect of any claim for currency indemnification, which shall instead be subject to Clause 7.4;
- (ix) represents or results from any decline in the market value of the Aircraft unless such decline is a result of or in connection with an Event of Default;
- (x) represents or results from a failure of such Indemnitee to realize any anticipated profit;
- (xi) is a Loss for which Lessor or any other Indemnitee has expressly agreed to be responsible under any other provision of this Agreement or any other Operative Document;
- (xii) represents or arises out of a claim by any Financing Party against any Lessor Party or its Affiliates other than any such claim that constitutes Breakage Costs for which Lessee has agreed to indemnify Lessor pursuant to Clause 3.2; or
- (xiii) is indemnified against elsewhere in this Agreement or any other Operative Document.

#### 14.2 Notification and Contest

Each Indemnitee intending to claim any amounts from Lessee pursuant to Clause 14.1 (*General*), shall promptly notify Lessee in writing of any matter of which such Indemnitee, has received written notice and for which Lessee is obligated to indemnify under this Clause 14 (each a **“Claim”**); **provided, however**, the delay or failure of such Indemnitee to give notice to Lessee in accordance with this Clause 14.2 will not discharge or release Lessee from any of its indemnity obligations under Clause 14.1 except, and only to the extent, that such delay or failure prejudices Lessee’s right to defend any such Claim or results in an increase in the amount which Lessee is required to indemnify (in such case to the extent of such increase). Lessor (and/or any other Indemnitee seeking indemnification, as the case may be) and the Lessee shall, if and for so long

as no Event of Default is continuing, then consult with one another in good faith for a period not exceeding fifteen (15) Business Days in order to determine what action (if any) may reasonably be taken to avoid or mitigate such Claim. Following such consultation the Lessee shall have the right to take all reasonable action (on behalf, and, if necessary, in the name, of the Lessor and/or such other Indemnatee) in order to resist, defend or compromise (provided such compromise is accompanied by payment) any claims by third parties giving rise to such Claim, providing always that the following conditions are met or (as the case may be) complied with:

- (i) the Lessor (and/or any other such Indemnatee), shall have received adequate provision satisfactory to it (acting reasonably) for any liability expense or losses arising out of or related to such contest and if the Lessor or relevant Indemnatee is required by law to pay the Claim, the Lessee shall have complied with its obligation to indemnify the Lessor or such Indemnatee in respect thereof;
- (ii) no Event of Default occurs or has occurred which is continuing;
- (iii) such contest will not result in any danger of the sale, forfeiture or loss of, or the creation of any lien (other than any Permitted Lien) on, the Aircraft;
- (iv) such contest does not involve any risk of criminal liability or any material risk of reputational harm on the part of Lessor or relevant other Indemnatee.

Where Lessee or its insurers undertake the defense of an Indemnatee with respect to a Claim, no additional legal fees or expenses of such Indemnatee in connection with such defense of such Claim shall be indemnified hereunder unless such fees or expenses were incurred at the request of Lessee or such insurers or were incurred prior to Lessee's assumption of the defense of such Claim; provided, that if in the reasonable opinion of such Indemnatee an actual or potential material conflict of interest exists such that it is advisable for such Indemnatee to be represented by separate counsel, the reasonable fees and expenses of such separate counsel shall be borne by Lessee. Subject to the requirements of any policy of insurance, any Indemnatee may participate at its own expense in any judicial proceeding controlled by Lessee or an insurer pursuant to the preceding provisions, and such participation shall not constitute a waiver of the indemnification provided in this Clause 14.

### 14.3 Refunds

Any sums paid by the Lessee to the Lessor and/or any other Indemnatee in respect of any Claim pursuant to Clauses 14.1 (*General*) and 14.2 (*Notification and Contest*) shall be paid subject to the condition that, in the event that the Lessor or such Indemnatee (whichever received the payment) is subsequently reimbursed in respect of that Claim by any other Person, subject to Clause 7.8, the Lessor or such Indemnatee (whichever received the payment) shall promptly pay to the Lessee an amount equal to the sum paid to it by the Lessee (not to exceed the amount subsequently reimbursed by such other Person) less any Tax payable by the Lessor or such Indemnatee in respect of such reimbursement and less any costs and expenses incurred by Lessor or such Indemnatee in obtaining such reimbursement (to the extent that Lessor or such Indemnatee has not been reimbursed for such costs and expenses by the Lessee).

#### 14.4 Subrogation

Upon the payment in full of any indemnity pursuant to this Clause 14 by Lessee, Lessee will be subrogated to any right of the relevant Indemnatee in respect of the matter against which such indemnity has been made.

#### 14.5 Duration

The indemnities and obligations contained in this Agreement will continue in full force after the expiration, cancellation or other termination of this Agreement notwithstanding any breach or repudiation of this Agreement by Lessor or Lessee or the termination of the leasing of the Aircraft under this Agreement.

#### 14.6 Miscellaneous

Notwithstanding the foregoing, no Indemnatee shall be required to take or omit to take, any action if the effect of such action or omission would reasonably be expected to adversely affect such Indemnatee (or its business affairs or reputation) or would be contrary to applicable law. Nothing in this Clause 14 shall in any way limit or diminish the obligations of the Lessee under this Agreement and the other Operative Documents to indemnify the Lessor or the other Indemnitees.

### 15. INSURANCE

#### 15.1 Insurances

- (a) Lessee shall, at its own expense, obtain and maintain the Insurances in full force during the Term and thereafter and, in each case, as required by this Agreement which shall have such deductibles and be subject to such exclusions as may (in each case) be permitted by this Agreement or as otherwise approved by Lessor (acting reasonably) and with such insurers, brokers and underwriters complying with Clause 15.1(b).
- (b) The Insurances shall be effected either:
  - (i) on a direct basis with insurers of recognized international standing who normally participate in aviation insurances in the leading international insurance markets and led by reputable underwriter(s) and through brokers of recognized international standing; or
  - (ii) with a single insurer or group of insurers who do not fully retain the risk but effect substantial reinsurance with reinsurers who normally participate in aviation insurances in the leading international insurance markets and through brokers, each of recognized standing.

#### 15.2 Requirements

Requirements as to the Insurances are as specified in this Clause 15 (*Insurance*) and in Schedule 5 (*Insurance Requirements*).

#### 15.3 Insurance Covenants

Lessee shall:

- (a) comply with the terms and conditions of each policy of the Insurances and any applicable Regulations and not do, consent or agree to any act or omission which:
  - (i) invalidates the Insurances; or
  - (ii) renders void or voidable the whole or any part of any of the Insurances; or
  - (iii) brings any particular insured liability within the scope of an exclusion or exception to the Insurances;
- (b) not, without the prior written consent of Lessor (acting reasonably) take out any insurance or procure any reinsurance in respect of the Aircraft other than those required to be maintained by Lessee under this Agreement unless relating solely to liability insurance, hull total loss, business interruption, profit commission and deductible risk;
- (c) on request, provide to Lessor such documents and information as may be reasonably requested by Lessor (i) in respect of claims made under the insurances or (ii) evidencing payment of Insurance premiums (including daily status updates of payment or non-payment of premiums after issuance of any notice of cancellation for failure to pay premiums until such time as the policy is reinstated);
- (d) if at any time insurance clause AVN 2000A or its successor is endorsed on the policies of Insurance, ensure that the insurance write back clauses AVN 2001A and AVN 2002A as applicable (or any equivalent clauses) are endorsed on the policies of Insurance required to be maintained under this Agreement and give and comply with all representations, warranties and undertakings required by the insurers or reinsurers in connection with such clauses; and
- (e) provide any other information and assistance in respect of the Insurances which Lessor may from time to time reasonably request.

#### 15.4 **Renewal of Insurances**

- (a) Lessee shall commence renewal procedures at least thirty (30) days prior to the expiry of any Insurances, and provide to Lessor upon written request:
  - (i) written confirmation that Lessee has begun renewal negotiations and when such negotiations are expected to be completed; and
  - (ii) provided Lessor has requested confirmation at least five (5) days prior to the expiry date of the Insurances, written confirmation on or prior to such expiry date of the completion of renewal on or before such expiry date.
- (b) Lessee will provide, or procure and notify Lessor that there is made available on a website to which Lessor has access, certificates of insurance (and where appropriate certificates of reinsurance), and a brokers' and any reinsurance brokers' letter of undertaking in a form acceptable to Lessor in English, detailing the coverage and confirming the insurers' (and any reinsurers') agreement to the specified insurance requirements of this Agreement as soon as practicable but in any event on the earlier of (i) five (5) days following the renewal of the insurances and (ii) the later of (A) two (2) days and (B) one (1) Business Day following the expiry date of the insurances.

### 15.5 Failure to Insure

If Lessee fails to maintain the Insurances in compliance with this Agreement, Lessor will be entitled but not bound (without prejudice to any other rights of Lessor under this Agreement):

- (a) to pay the premiums due or to effect and maintain insurances satisfactory to it or otherwise remedy Lessee's failure in any manner (including, without limitation to effect and maintain an owner's interest policy) as Lessor considers appropriate, and any sums so expended by Lessor will become immediately due and payable by Lessee to Lessor together with interest thereon at the Default Rate, from the date of expenditure by Lessor up to the date of reimbursement by Lessee; and
- (b) at any time while such failure is continuing to require the Aircraft to remain grounded at any airport or maintenance facility until the failure is remedied to its satisfaction.

### 15.6 Continuing Insurance for Indemnity

Except in case of a Total Loss, for a period ending on the earlier of the two year anniversary of the Expiry Date and the next due C Check after the Expiry Date, Lessee shall effect and maintain for the benefit of the Indemnitees ongoing liability insurance in respect of all of the risks and liabilities covered by the insurance required by paragraph 1(d) of Schedule 5 (*Insurance Requirements*). Additionally, if required to provide such insurance pursuant to a transfer in accordance with Clause 21.2 (*Lessor Transfer*) that provides for any transferring Indemnatee to be named as an additional insured, Lessee shall effect and maintain for the benefit of such Indemnitees ongoing liability insurance in respect of all of the risks and liabilities covered by the insurance required by paragraph 1(d) of Schedule 5 (*Insurance Requirements*) for a period ending on the earlier of the two year anniversary of such transfer and the next due C Check after such transfer.

### 15.7 Application of Insurance Proceeds

As between Lessor and Lessee all insurance proceeds shall be paid in accordance with Clause 6 of Schedule 5 (*Insurance Requirements*).

## 16. LOSS, DAMAGE AND REQUISITION

### 16.1 Total Loss prior to Delivery

If a Total Loss occurs prior to Delivery, this Agreement shall immediately terminate, and except as expressly stated in this Agreement neither party will have any further obligation or liability under this Agreement other than:

- (a) pursuant to Clauses 14.1(*Indemnity*), 22.3 (*Expenses*) and 22.10 (*Confidentiality*); and
- (b) subject to Clause 7.8, Lessor will pay Lessee promptly and in any event within [REDACTED] an amount equal to the amount of Security Deposit paid by Lessee prior to the date of such Total Loss and not applied in accordance with Clause 6 (*Security Deposit*), or return the Letter of Credit, as applicable.

### 16.2 Total Loss after Delivery

- (a) If a Total Loss of the Aircraft or Airframe occurs after Delivery, Lessee shall:
  - (i) pay the Agreed Value to Lessor on or prior to the Total Loss Payment Date together with any unpaid Rent calculated up to and including such date; and
  - (ii) continue to perform those of its obligations that remain capable of performance (including, for the avoidance of doubt, the payment of Rent) up to and including the Total Loss Payment Date.
- (b) Subject to the rights of any insurers and reinsurers or other third parties, upon irrevocable payment in full to Lessor of the Agreed Value and all other amounts which may be or become payable to Lessor under this Agreement, Owner shall transfer to Lessee all of Owner's right, title and interest in and to the Aircraft including any Engines and Parts not installed when the Total Loss occurred, on an "AS IS, WHERE IS" basis and without recourse, representation or warranty (except a representation and warranty that Owner is transferring such title to the Aircraft as it received free from all Lessor Liens), and Owner and/or Lessor shall provide such documents as Lessee may reasonably require (at Lessee's cost) to evidence and perfect such transfer of title in accordance with all applicable Laws (including the provision, if required, to Lessee of bills of sale and removal of any International Interests created by this Agreement from the International Registry).
- (c) Upon a Total Loss of any Engine not involving a Total Loss of the Airframe, Lessee shall give Owner prompt written notice thereof, and Lessee shall replace the Engine that suffered the Total Loss by procuring that title to a Replacement Engine is conveyed to Owner in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*) within [REDACTED] of the Total Loss Date in respect of such Total Loss; provided that Lessee shall have an additional [REDACTED] to replace such Engine if Lessee notifies Lessor prior to the end of such [REDACTED] period that Lessee does not have a suitable Replacement Engine and reasonably believes that it will have a suitable Replacement Engine available during such additional [REDACTED] period.
- (d) After a Total Loss of the Aircraft, Airframe or an Engine, Owner and Lessor shall, and shall procure that the Financing Parties shall, promptly complete any documents provided by the insurers or reinsurers necessary for such insurers or reinsurers to release the proceeds of the Insurances.

### 16.3 Requisition

- (a) During any requisition for use or hire of the Aircraft, any Engine or any Part which does not constitute a Total Loss:
  - (i) the Rent and other amounts payable under this Agreement will not be suspended or abated either in whole or in part, and Lessee will not be released from any of its other obligations under the Agreement (other than operational obligations with which Lessee is unable to comply solely by virtue of the requisition);
  - (ii) so long as no Event of Default has occurred and is continuing, Lessee shall be entitled to any rent or fees paid by the requisitioning authority in respect of the Term;

- (iii) Lessee shall, as soon as practicable after the end of any such requisition, cause the Aircraft to be put into the condition required by this Agreement; and
- (iv) Lessor shall be entitled to all compensation payable by the requisitioning authority in respect of any change in the structure, state or condition of the Aircraft arising during the period of requisition, and Lessor shall apply such compensation in reimbursing Lessee for the cost of complying with its obligations under this Agreement in respect of any such change, provided that, if any Event of Default has occurred and is continuing, Lessor may apply the compensation in or towards settlement of any amounts owing by Lessee under this Agreement.

## 17. DISCLAIMERS

**LESSOR AND LESSEE AGREE THAT THE DISCLAIMERS, WAIVERS AND CONFIRMATIONS SET FORTH IN CLAUSES 17.1 (*EXCLUSION*) TO 17.5 (*CONFIRMATION*) SHALL APPLY AT ALL TIMES WITH EFFECT FROM LESSEE'S ACCEPTANCE OF THE AIRCRAFT IN ACCORDANCE WITH CLAUSE 3, WHICH ACCEPTANCE SHALL BE CONCLUSIVE EVIDENCE THAT LESSEE HAS FULLY INSPECTED THE AIRCRAFT AND EVERY PART THEREOF AND THAT THE AIRCRAFT, THE ENGINES, THE PARTS AND THE AIRCRAFT DOCUMENTS ARE TECHNICALLY ACCEPTABLE TO LESSEE, INDEPENDENT OF AND WITHOUT RELIANCE ON ANY STATEMENT OR REPRESENTATION MADE BY LESSOR, OWNER OR ANY AFFILIATE, AGENT, EMPLOYEE OR CONTRACTOR THEREOF, AND SATISFY THE DELIVERY CONDITION SPECIFICATION AND ARE IN SUITABLE CONDITION FOR DELIVERY TO AND ACCEPTANCE BY LESSEE EXCEPT AS MAY OTHERWISE BE EXPRESSLY SET FORTH IN THE ACCEPTANCE CERTIFICATE AND ACKNOWLEDGED IN WRITING BY LESSOR:**

### 17.1 Exclusion

THE AIRCRAFT IS TO BE LEASED AND DELIVERED HEREUNDER "AS IS, WHERE IS", AND LESSEE AGREES AND ACKNOWLEDGES THAT:

- (a) LESSOR, OWNER AND THE OTHER INDEMNITEES WILL HAVE NO LIABILITY IN RELATION TO, AND NEITHER LESSOR NOR ANY OTHER INDEMNITEE HAS MADE OR GIVEN NOR WILL BE DEEMED TO HAVE MADE OR GIVEN (WHETHER BY VIRTUE OF HAVING DONE OR FAILED TO DO ANY ACT, OR HAVING ACQUIRED OR FAILED TO ACQUIRE ANY STATUS UNDER OR IN RELATION TO THIS AGREEMENT OR OTHERWISE), ANY WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO, THE AIRCRAFT OR ANY ENGINE OR PART UNDER THIS AGREEMENT INCLUDING THE TITLE, DESCRIPTION, AIRWORTHINESS, COMPLIANCE WITH SPECIFICATIONS, OPERATION, MERCHANTABILITY, QUALITY, FREEDOM FROM INFRINGEMENT OF PATENT OR OTHER PROPRIETARY RIGHTS, THE ACCURACY, VALIDITY, TRACEABILITY OR COMPLETENESS OF ANY AIRCRAFT DOCUMENTS, THE FITNESS FOR ANY PARTICULAR USE OR PURPOSE, VALUE, DURABILITY, CONDITION, OR DESIGN, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP, THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, OR AS TO ANY OTHER MATTER WHATSOEVER, EXPRESS

OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY ARISING FROM A COURSE OF PERFORMANCE OR DEALING OR USAGE OR TRADE) WITH RESPECT TO THE AIRCRAFT, ANY ENGINE OR ANY PART OR ANY SERVICES PROVIDED BY LESSOR OR OWNER UNDER THIS AGREEMENT; PROVIDED THAT THIS CLAUSE A SHALL NOT APPLY TO LESSOR'S REPRESENTATION AND WARRANTY SET FORTH IN CLAUSE 2(g) OF SCHEDULE 2; AND

- (b) NEITHER LESSOR NOR ANY OTHER INDEMNITEE SHALL HAVE ANY OBLIGATION OR LIABILITY WHATSOEVER TO LESSEE (WHETHER ARISING IN CONTRACT OR IN TORT, AND WHETHER ARISING BY REFERENCE TO NEGLIGENCE OR STRICT LIABILITY OR OTHERWISE) FOR:
  - (i) ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE AIRCRAFT OR ANY ENGINE OR BY ANY INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN OR BY ANY OTHER CIRCUMSTANCE IN CONNECTION THEREWITH;
  - (ii) THE USE, OPERATION OR PERFORMANCE OF THE AIRCRAFT OR ANY RISKS RELATING THERETO;
  - (iii) ANY INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATED PROFITS OR ANY OTHER DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE; OR
  - (iv) THE DELIVERY, OPERATION, SERVICING, MAINTENANCE, REPAIR, IMPROVEMENT OR REPLACEMENT OF THE AIRCRAFT, ANY ENGINE OR ANY PART.

## 17.2 Waiver

LESSEE HEREBY WAIVES, AS BETWEEN ITSELF AND LESSOR AND EACH OTHER INDEMNITEE, ALL ITS RIGHTS IN RESPECT OF ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, ON THE PART OF LESSOR OR ANY OTHER INDEMNITEE AND ALL CLAIMS AGAINST LESSOR AND ANY OTHER INDEMNITEE HOWSOEVER AND WHENEVER ARISING AT ANY TIME IN RESPECT OF OR OUT OF THE MATTERS EXPRESSLY WAIVED IN CLAUSE 17.1 (*EXCLUSION*). LESSEE FURTHER AGREES THAT, ITS ONLY RIGHT WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS AGREEMENT IS TO MAKE A CLAIM AGAINST LESSOR FOR ACTUAL DAMAGES RESULTING DIRECTLY THEREFROM. LESSEE HEREBY WAIVES ANY AND ALL OTHER RIGHTS OR REMEDIES IT MAY HAVE UNDER ARTICLE 2A OF THE UCC (INCLUDING WITHOUT LIMITATION 2A-211, 2A-406 AND 2A-508 THROUGH 2A-522) AS IN EFFECT IN THE STATE OF NEW YORK, OR OTHERWISE.

## 17.3 Disclaimer of Consequential Damages

EACH PARTY HEREBY AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, IT SHALL NOT BE ENTITLED TO RECEIVE AND HEREBY DISCLAIMS AND WAIVES ANY RIGHT THAT IT MAY OTHERWISE HAVE TO RECOVER LOST PROFITS, LOST REVENUE OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR



PUNITIVE DAMAGES AS A RESULT OF ANY BREACH OR ALLEGED BREACH BY ANY OTHER PARTY OF ANY OF THE AGREEMENTS CONTAINED IN THIS AGREEMENT.

**17.4 No Duties**

LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR OWNER NOR LESSOR GUARANTOR HAS ANY FIDUCIARY OR OTHER DUTIES TO LESSEE WHATSOEVER, AND THAT LESSOR'S, OWNER'S AND LESSOR GUARANTOR'S ONLY OBLIGATIONS TO LESSEE ARE THOSE OBLIGATIONS EXPRESSLY SET FORTH HEREIN AND THE OTHER OPERATIVE DOCUMENTS TO WHICH EACH IS A PARTY.

**17.5 Confirmation**

LESSEE CONFIRMS THAT IT IS FULLY AWARE OF THE PROVISIONS OF THIS CLAUSE 17 (*DISCLAIMERS*) AND ACKNOWLEDGES THAT RENT AND OTHER AMOUNTS PAYABLE UNDER THIS AGREEMENT HAVE BEEN CALCULATED TAKING ITS PROVISIONS INTO ACCOUNT.

**18. REDELIVERY; PURCHASE OPTION**

**18.1 Redelivery**

- (a) On the Expiry Date or (if earlier) the date of required redelivery of the Aircraft pursuant to Clause 19.2 (*Lessor's Rights*), Lessee shall (unless a Total Loss has occurred or Lessee has delivered a Purchase Option Notice that has not terminated in accordance with the proviso to Clause 18.7(b)) redeliver the Aircraft and Aircraft Documents (which shall include each of the documents referred to in Schedule 7 (*Aircraft Documents at Redelivery*)) to Lessor at Lessee's expense at the Redelivery Location in accordance with the procedures, and in compliance with the conditions set forth, in Schedule 8 (*Redelivery Conditions*).
- (b) If requested by Lessor, Lessee shall deregister the aircraft from the State of Registration and shall co-operate with Lessor in facilitating the export of the Aircraft in accordance with Schedule 8 paragraph A.
- (c) On the Redelivery Date, Lessee shall pay to Lessor all Redelivery Maintenance Payments due and owing pursuant to and calculated in accordance with Part B of Schedule 4 (*Redelivery Maintenance Payments*). For the avoidance of doubt, no Redelivery Maintenance Payments are payable in the event of an Aircraft or Airframe Total Loss or if Lessee has delivered a Purchase Option Notice that has not terminated in accordance with the proviso to Clause 18.7(b).
- (d) Notwithstanding any other provision hereof to the contrary, Lessee shall not be obligated to pay Rent in respect of any period after the date on which the Aircraft complies with the conditions set forth in Schedule 8 (*Redelivery Conditions*) to be complied with prior to redelivery and Lessee has tendered the Aircraft for redelivery to Lessor at the Redelivery Location.

## 18.2 Non-Compliance

Unless Lessee has delivered a Purchase Option Notice that has not terminated in accordance with the proviso to Clause 18.7(b), if on the Scheduled Expiry Date or the Scheduled Renewal Term Expiry Date, as applicable, the condition of the Aircraft does not comply with this Agreement (regardless of the circumstance), then:

- (a) Lessee shall rectify the non-compliance and or compensate Lessor as contemplated by Schedule 8 (*Redelivery Conditions*) and to the extent that the non-compliance (including failure to pay any sum in lieu of compliance as permitted by the terms of Schedule 8 (*Redelivery Conditions*)) extends beyond the Scheduled Expiry Date or if applicable, the Scheduled Renewal Term Expiry Date, the Term will be automatically extended solely for the purpose of enabling such non-compliance to be rectified;
- (b) Lessee shall not use the Aircraft in flight operations except such operations required for the redelivery of the Aircraft to Lessor;
- (c) all Lessee's obligations and covenants under this Agreement will remain in full force until Lessee so redelivers the Aircraft; and
- (d) Lessee shall pay rent to Lessor for the period during which the Term is so extended in the following amounts:
  - (i) during the period from (and including) the Scheduled Expiry Date or the Scheduled Renewal Term Expiry Date, as applicable, to (and including) the 30<sup>th</sup> day after such Scheduled Expiry Date or Scheduled Renewal Term Expiry Date, an amount equal to [REDACTED] of the Rent payable immediately before the Scheduled Expiry Date or the Scheduled Renewal Term Expiry Date, as applicable;
  - (ii) during the period from (and including) the 31<sup>st</sup> day after the Scheduled Expiry Date or the Scheduled Renewal Term Expiry Date, as applicable, to (and including) the 45<sup>th</sup> day after such Scheduled Expiry Date or Scheduled Renewal Term Expiry Date, an amount equal to [REDACTED] of the Rent payable immediately before the Scheduled Expiry Date or the Scheduled Renewal Term Expiry Date, as applicable; and
  - (iii) thereafter, an amount equal to [REDACTED] of the Rent payable immediately before the Scheduled Expiry Date or the Scheduled Renewal Term Expiry Date, as applicable,

such rent amounts to be paid monthly [REDACTED] and to be prorated to reflect the actual number of days during each such period.

## 18.3 Redelivery after Non-Compliance

Unless Lessee has delivered a Purchase Option Notice that has not terminated in accordance with the proviso to Clause 18.7(b), if on the Expiry Date, the condition of the Aircraft does not comply with this Agreement (regardless of the circumstance), then Lessor may elect (either on first tender of the Aircraft for redelivery or at any time during a period of extension pursuant to Clause 18.2(a)) to accept redelivery of the Aircraft notwithstanding non-compliance with

Clause 18.1 (*Redelivery*) or Schedule 8 (*Redelivery Conditions*), in which case Lessee shall pay or reimburse Lessor its reasonable and documented costs of putting the Aircraft into the condition required by this Agreement. Any discrepancies between the condition of the Aircraft and Aircraft Documents and the Redelivery Conditions resolved by payment of compensation pursuant to the third paragraph of Schedule 8 (*Redelivery Conditions*) or Clause I of Schedule 8 (*Redelivery Conditions*) shall not constitute non-compliance for purposes of this clause.

#### 18.4 Export Documents

After redelivery of the Aircraft, and if requested by Lessor and subject to Lessor's cooperation therewith, Lessee shall provide to Lessor, [REDACTED], all documents necessary to export the Aircraft from the State of Registration (including, without limitation, a valid and subsisting (x) export license, and (y) if provided by the State of Registration, an export certificate of airworthiness for the Aircraft, [REDACTED] required in relation to the deregistration of the Aircraft with the Aviation Authority or the re-registration of the Aircraft with another aviation authority.

#### 18.5 Acceptance and Acknowledgement

When the Aircraft complies with the conditions set forth in Schedule 8 (*Redelivery Conditions*) to be complied with before redelivery and Lessee tenders the Aircraft to Lessor at the Redelivery Location, Lessor shall accept redelivery and Lessor shall deliver to Lessee the Redelivery Acceptance Certificate confirming that Lessee has redelivered the Aircraft to Lessor in accordance with this Agreement.

#### 18.6 Cooperation with Remarketing

Unless Lessee has delivered a Purchase Option Notice that has not terminated in accordance with the proviso to Clause 18.7(b), during the last [REDACTED] of the Term, Lessee shall co-operate in all reasonable respects with the efforts of Lessor to lease or sell the Aircraft, including, without limitation, permitting potential lessees or purchasers to inspect the Aircraft and the records relating thereto **provided** that the same shall not interfere with Lessee's use or maintenance of the Aircraft or require Lessee to incur out-of-pocket expenses for which it is not reimbursed and Lessor shall use commercially reasonable efforts to minimize the number and frequency of such inspections.

#### 18.7 Purchase Option

- (a) Lessee may, on the Scheduled Expiry Date or, if the Term has been extended for one or more Renewal Lease Terms, the Scheduled Renewal Term Expiry Date for the then current Renewal Lease Term (the "**Purchase Date**"), purchase the Aircraft on such date in "as is, where is" condition by providing an irrevocable written notice (a "**Purchase Option Notice**") at least [REDACTED] prior to the Purchase Date.
- (b) Notwithstanding anything to the contrary in this Agreement or any other Operative Document, any Purchase Option Notice shall be irrevocable and shall constitute an unconditional obligation of Lessee to purchase the Aircraft hereunder for the Purchase Option Purchase Price; provided that if Owner and Lessee cannot agree the Purchase Option Purchase Price within [REDACTED] of the delivery of the Purchase Option Notice, the Purchase Option Notice and Lessee's obligation to purchase the Aircraft shall automatically terminate unless the parties otherwise agree in writing.

- (c) Upon receipt of a Purchase Option Notice, Lessee and Owner shall enter into good faith negotiations with respect to the purchase price for the Aircraft to be paid by Lessee (the “**Purchase Option Purchase Price**”). If the Purchase Option Purchase Price is agreed between Lessee and Owner within [REDACTED] of the receipt of the Purchase Option Notice, the Purchase Option Purchase Price shall be documented in a purchase agreement within a further period of [REDACTED], which shall be in form and substance acceptable to Lessee and Owner. Thereupon, (i) Lessee and Owner shall promptly execute and deliver such purchase agreement, (ii) Lessee shall provide (x) written evidence of appropriate corporate action authorizing execution and delivery of such purchase agreement and (y) evidence of the issuance of each approval, license and consent which may be required in connection with such purchase agreement; and (iii) Owner shall provide (x) written evidence of appropriate corporate action on the part of Owner and Lessor Guarantor, if applicable, authorizing the execution and delivery of such purchase agreement and any such guarantee and (y) evidence of the issuance of each approval, license and consent which may be required in connection with such purchase agreement and any such guarantee.
- (d) If Lessee has delivered a Purchase Option Notice and Lessee and Owner have agreed the Purchase Option Purchase Price pursuant to Clause 18.7(c), then on the Purchase Date Owner will transfer to Lessee or its nominee all of the right, title and interest in and to the Aircraft (including, subject to the consent of the Manufacturer of the Airframe and the Manufacturer of the Engines, any warranties relating thereto and assigned to Owner or Lessor) of the Lessor in “as-is, where-is” condition, without representation or warranty of any kind, except that Owner will warrant that Lessee will acquire such title to the Aircraft as was delivered to Owner or its predecessor on the Delivery Date free and clear of all Lessor Liens.
- (e) Lessor shall procure that the Owner complies with its obligations under this Clause 18.7.

## 19. EVENTS OF DEFAULT

### 19.1 Events

Each of the following events will constitute an Event of Default, a “default” under the Cape Town Convention and a breach of this Agreement by Lessee:

- (a) **Non-payment:** Lessee fails to make any payment of Rent under this Agreement within [REDACTED] after such payment is due, or Lessee fails to make any other payment when due hereunder or under any other Operative Document and the failure to make such other payment continues for [REDACTED] after Lessee receives written notice of such failure; or
- (b) [REDACTED]
- (c) **Insurance:**
  - (i) Lessee fails to maintain or cause to be maintained the Insurances as required by Clause 15 (*Insurance*) or Schedule 5 (*Insurance Requirements*);

- (ii) [REDACTED]; or
- (iii) Lessee fails provide, or fails to procure and notify Lessor that there is made available on a website to which Lessor has access, the certificates of insurances (and where appropriate certificates of reinsurances) prior to the time required by Clause 15.4(b)(ii).
- (d) **Breach:** Lessee fails to comply with any other provision of this Agreement or any other Operative Document and such failure continues for [REDACTED] after written notice from Lessor to Lessee; provided, that Lessee shall have an additional [REDACTED] to remedy such failure if such breach is capable of remedy and Lessee is diligently seeking to rectify the breach; or
- (e) **Representation:** any representation or warranty made by Lessee in or pursuant to this Agreement or any other Operative Document or in any document or certificate or statement is or proves to have been incorrect in any material respect when made or deemed made and such incorrectness has a materially adverse effect on the rights or interests of Lessor or the ability of Lessee to perform its obligations hereunder and the circumstances giving rise to the breach of such representation or warranty are not remedied to Lessor's satisfaction within [REDACTED] after notice to Lessee from Lessor requiring such remedy; or
- (f) **Cross-Default:** any Companion Agreement Event of Default occurs and is continuing; or
- (g) **Authorizations:** Any consent, authorization, license, certificate or approval of or registration with or declaration or foreign exchange reporting to any Government Entity required to be obtained by Lessee in order to perform its obligations under this Agreement or any other Operative Document, including, without limitation:
  - (i) any authorization required by Lessee to authorize, or required in connection with, the execution, delivery, validity, enforceability or admissibility in evidence of this Agreement or the performance by Lessee of its obligations under this Agreement; or
  - (ii) the registration of the Aircraft or the Aircraft's certificate of airworthiness; or
  - (iii) any airline license or air transport license required by Lessee; or
  - (iv) any authorization required to be obtained by Lessee to permit the free transfer of Dollars or any other relevant currency out of any relevant country to Lessor or any other person entitled to receive payments under the Operative Documents;

is withheld, or is revoked, suspended, cancelled, withdrawn, terminated or not renewed, or otherwise ceases to be in full force, or is modified in a manner that in either case could reasonably be expected to materially prejudice the rights of Lessor or Owner or would have a material adverse effect on Lessee's ability to perform its material obligations under any Operative Document, and is not, as applicable, restored, replaced, returned, re-granted or renewed within [REDACTED]; provided that in the case of any consent, authorization, license, certificate, approval, registration or declaration necessary to enable

Lessee to operate as a commercial air carrier, the Aircraft is not operated by Lessee until the circumstances are so remedied; or

(h) **Insolvency:**

Other than in respect of the Bankruptcy Cases, Lessee (i) is, or is deemed for the purposes of any relevant Law to be, unable to pay its debts as they fall due or to be insolvent, or admits in writing its inability to pay its debts generally as they fall due; (ii) suspends making payments of its debts or obligations generally or an authorized representative of Lessee announces in writing on behalf of Lessee an intention to do so; or (iii) a moratorium is declared in respect of Lessee's indebtedness generally or a material class thereof; or

(i) **Liquidation and Similar Proceedings:** Other than in respect of the Bankruptcy Cases,

- (i) Lessee passes a resolution or takes any material step (including filing of a petition or application to the court or affidavit, giving of notice, petition proposal or convening a meeting or giving notice) with a view to a composition, assignment or arrangement with its creditors of, or the rehabilitation, administration (whether out of court or otherwise), custodianship, reorganization, liquidation, protection from creditors or dissolution of, Lessee or any other insolvency, *concurso mercantil* or bankruptcy proceedings involving Lessee; or
- (ii) after Lessee's request therefore, any order (including an order for relief) is made or resolution passed or petition filed for any such composition, assignment, arrangement, rehabilitation, administration (whether out of court or otherwise), custodianship, reorganization, liquidation, dissolution, insolvency, *concurso mercantil* or bankruptcy proceedings, or Lessee becomes subject to or enters into any of the foregoing; provided that if a creditor of Lessee files an involuntary petition for Lessee's bankruptcy or liquidation, such petition has been in effect and unstayed for at least [REDACTED]; or
- (iii) any *conciliador*, *sindico*, liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, examiner or similar officer (in each case, whether out of court or otherwise) is appointed, or an assignment for the benefit of creditors is made, or (other than in respect of the Bankruptcy Cases) an order for relief under the bankruptcy laws of any jurisdiction is requested by Lessee and granted or entered, in respect of Lessee or any of its assets; or
- (iv) an administrative or other receiver or manager or other insolvency officer (in each case, whether out of court or otherwise) is appointed at the request of Lessee in respect of Lessee or any material part of its assets; or
- (v) an involuntary case or proceeding is commenced in a court of competent jurisdiction against Lessee seeking liquidation, reorganization, control, supervision or other relief with respect to Lessee or its debts under any insolvency law or seeking the appointment of a trustee, examiner, liquidator, administrator, receiver, custodian or similar official of Lessee or any material part of the business or assets of Lessee and such involuntary case or other proceeding shall remain un-dismissed or un-stayed for a period of [REDACTED]

- (j) **Other Jurisdiction:** there occurs in relation to Lessee any event in any jurisdiction which corresponds with any of the events mentioned in Clause 19.1(i), other than in respect of the Bankruptcy Cases; or
- (k) **Repudiation:** Lessee repudiates, or announces its intention to repudiate, this Agreement or any Operative Document to which it is a party; or
- (l) **Prohibited Country:** Lessee fails to observe or perform any of its obligations under Clause 9.3(i); or
- (m) **Security Interest:** the Aircraft, or any interest of Lessor or of any Financing Party in it, or any party's rights under this Agreement or any other Operative Document, become subject to any Security Interest (other than a Permitted Lien) and continues to be subject to such Security Interest for more than [REDACTED] after the earlier of Lessee becoming actually aware of such Security Interest and written notice from Lessor to Lessee; or
- (n) **Charges:** navigation, overflight, landing, airport, terminal or other operational charges due from the Lessee or a Permitted Sublessee in respect of the Aircraft are not paid within the period of [REDACTED] after their original due date for payment unless they are being contested in good faith by appropriate proceedings; provided that such [REDACTED] period shall not apply if there is any likelihood of detention, interference with use or operation or sale, forfeiture or loss of the Aircraft; or
- (o) **Loss of possession:** Lessee parts with possession of the Aircraft except as permitted by this Agreement or any Operative Document (other than as a consequence of circumstance which constitute, or which would with the passage of time constitute, a Total Loss); or
- (p) **Rights and Remedies:** Lessee or any other Person lawfully claiming by or through Lessee brings proceedings or otherwise challenges the existence, validity, enforceability or priority of the rights of Lessor as lessor or Owner as owner of the Aircraft or the rights of any of the Financing Parties under any Security Interest or assignment in respect of the Aircraft or of this Agreement; or
- (q) **Registration of Ownership:** failure by Lessee to file all documents in Lessee's power and control necessary to maintain or procure the maintenance of the registration of the ownership interest of Lessor with the Aviation Authority or in any other relevant jurisdiction at the time stipulated and pursuant to the terms set out in this Agreement and any other Operative Document and such failure continues for [REDACTED] after the earlier of Lessee becoming actually aware of such failure and written notice from Lessor to Lessee; or
- (r) **Bankruptcy Cases:** any one of the following occurs, in each case without prior written consent of the Lessor:
  - (i) Lessee files a Chapter 11 plan that contemplates the liquidation of all or substantially all of Lessee's assets; or

- (ii) the Bankruptcy Cases are converted to cases under Chapter 7 of the Bankruptcy Code, or Lessee files or acquiesces in any motion or other pleading seeking such conversion; or
- (iii) a trustee or examiner is appointed in the Bankruptcy Cases, or Lessee files or acquiesces in any motion or other pleading seeking such appointment; or
- (iv) Lessee files any motion or other pleading seeking to reverse, stay, modify or vacate the approval of this Lease, any Companion Agreement or any amendment in respect of any Companion Agreement and the transactions contemplated hereby or thereby or any other relief that is inconsistent with the terms of this Lease, any Companion Agreement or any amendment in respect of any Companion Agreement.

Notwithstanding the foregoing provisions of this Clause 19.1 (*Events*), no Event of Default for purposes of this Clause 19.1 of this Agreement and no Companion Agreement Event of Default referenced in Clause 19.1(f) of this Agreement shall arise solely as a result of the commencement or continuance of the Bankruptcy Cases or the financial conditions giving rise to the Bankruptcy Cases.

## 19.2 Lessor's Rights

- (a) **Lessor Rights and Remedies:** If an Event of Default occurs and for so long as it continues, Lessor may at its option (and without prejudice to any of its other rights or remedies under this Agreement or available under applicable Law, including under the Cape Town Convention as adopted and implemented in the State of Registration, including, all rights and remedies under Chapter III of the Cape Town Convention and Chapter II of the Protocol) at any time thereafter while such Event of Default is continuing (and subject to compliance with any mandatory requirement of applicable Law then in effect):
  - (i) by notice to Lessee and with immediate effect, terminate or cancel the leasing of the Aircraft or, if such leasing has not yet commenced, terminate or cancel Lessor's obligations under this Agreement (but, in each case, without prejudice to any continuing obligations of Lessee under this Agreement (including to provide Insurance, maintain and repair the Aircraft and/or redeliver the Aircraft at the location and in the condition required hereunder)), whereupon all rights of Lessee under this Agreement shall cease; and/or
  - (ii) proceed by appropriate court action or actions to enforce performance of this Agreement and/or to recover damages for the breach of this Agreement (for which purpose the parties hereto agree that any breach of this Agreement by Lessee which gives rise to an Event of Default shall constitute a breach of a condition of this Agreement) and shall give rise to all such remedies as are available under applicable Law; and/or
  - (iii) either:
    - (x) to the extent permitted by Law take possession of the Aircraft, for which purpose and to the extent permitted by Law, Lessor may enter any premises belonging to or in the occupation of or under the control of



Lessee where the Aircraft may be located, or cause the Aircraft to be redelivered to Lessor at the Redelivery Location (or such other location as Lessor may require), and Lessor is hereby irrevocably by way of security for Lessee's obligations under this Agreement appointed attorney for Lessee in causing the redelivery or in directing the pilots of Lessee or other pilots to fly the Aircraft to that airport and will have all the powers and authorizations necessary for taking that action; or

- (y) require Lessee to redeliver the Aircraft to Lessor at the Redelivery Location (or such other location as Lessor may require);

provided that, irrespective of which remedy or remedies Lessor pursues, Lessee shall not be relieved of its obligations under Clause 18 (*Redelivery*).

[REDACTED]

[REDACTED]

- (b) **Sale or Re-Lease of Aircraft:** If an Event of Default occurs and the leasing of the Aircraft hereunder is terminated, Lessor may sell or re-lease or otherwise deal with the Aircraft at such time and in such manner as Lessor considers appropriate in its absolute discretion, free and clear of any interest of Lessee, as if this Agreement and the other Operative Documents had never been entered into.
- (c) **Deregistration/Removal of Lease from Registry:** To the extent available under applicable law, upon the termination of the leasing of the Aircraft hereunder following the occurrence and during the continuance of an Event of Default, Lessor shall have the right to deregister the Aircraft. In consideration of this, Lessee will not oppose any attempts of Lessor to deregister the Aircraft and, at Lessor's request, will promptly take any and all steps requested by Lessor to effect deregistration of the Aircraft and/or its export from Mexico or any other country where the Aircraft is for the time being situated. Lessee shall provide Lessor with such instruments, authorizations and other documented approvals that may be necessary or required by Lessor or by the Aviation Authority (i) to remove the Aircraft from the operating certificate of Lessee, (ii) to complete deregistration of the Aircraft, (iii) to demonstrate termination of the Lease or to otherwise execute any termination agreement in respect of the Lease as may be required for deregistration purposes, and (iv) to export the Aircraft from Mexico or any other country where the Aircraft is for the time being situated (including, if required/applicable, a valid and subsisting export permit and certificate of airworthiness for the Aircraft) or anything otherwise required in in order to the deregister the Aircraft from the registry maintained by the Aviation Authority. In order to effect to the deregistration of the Aircraft before the Aviation Authority, Lessee and Lessor shall, on or before the date of transfer of possession of the Aircraft from Lessee to Lessor, including, without limitation, any transfer of possession following the continuance of an Event of Default under this Lease, execute a lease termination certificate in respect of the Lease in a form acceptable to the Aviation Authority, which shall be duly translated into Spanish and shall be ratified by a notary public or notarized and apostilled, as applicable.

- (d) **Payments:** If an Event of Default occurs, Lessor may require that Lessee pay to Lessor, and Lessee shall be liable for and immediately pay to Lessor, and Lessor may proceed by appropriate court action or actions to recover, any or all of the following amounts:

[REDACTED]

- (e) **Interest:** Require Lessee to pay, and Lessee shall pay to Lessor, interest on all unpaid amounts at the Default Rate, from the due date until the date of payment in full.
- (f) **Security Deposit:** Apply (and/or draw under the Letter of Credit) an amount equal to all or part of the Security Deposit to any amounts owing or to be owing to Lessor under this Agreement and the other Operative Documents.
- (g) **No Exclusive Remedy:** No remedy referred to in this Clause 19.2 is intended to be exclusive, but, to the extent permissible under this Agreement or the other Operative Documents or under applicable Law and provided that there shall be no duplication, each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity or under the Cape Town Convention and in Lessor's sole and absolute discretion; and the exercise by Lessor of any one or more of such remedies shall not preclude the simultaneous or later exercise by Lessor of any or all of such other remedies. No waiver by Lessor of any Event of Default shall in any way be, or be construed to be, a waiver of any future subsequent Event of Default.

### 19.3 Lessor's Right To Remedy

Following the occurrence of an Event of Default, Lessor may, without being in any way obliged to do so or responsible for so doing and without prejudice to the ability of Lessor to treat such non-compliance as an Event of Default, effect compliance on behalf of Lessee, whereupon Lessee shall become liable to pay immediately any sums expended by Lessor together with all costs and expenses (including legal costs) in connection with the non-compliance.

### 19.4 Mitigation

Lessor shall use commercially reasonable efforts to mitigate any of its losses, costs or expenses for which Lessee is liable under this Clause 19 (*Events of Default*), provided that Lessor shall not be obliged to take any step that, in its reasonable opinion, is likely to prejudice Lessor nor is Lessor obliged to achieve any particular result from taking any steps under this clause.

## 20. TAXATION

### 20.1 Gross-up

- (a) All payments by Lessee under or in connection with this Agreement and the other Operative Documents shall be made without set-off or counterclaim, free and clear of and without deduction for or on account of all Taxes unless Lessee is required by Law to make any such deduction or withholding.
- (b) All Taxes (other than Lessor Taxes) in respect of payments by the Lessee under this Agreement and the other Operative Documents shall be for the account of Lessee and shall be paid by Lessee within the period for payment permitted by Law.

- (c) If any Taxes are required to be deducted or withheld from any amount payable hereunder, Lessee shall:
  - (i) other than in the case of Lessor Taxes, pay such additional amounts, in the same currency as such payment as may be necessary in order that the amount of such payment received on the date of such payment, after deduction or withholding for all such Taxes, will be equal to the amount that such Tax Indemnatee would have received if such Taxes had not been deducted or withheld;
  - (ii) pay to the relevant authority within the period for payment permitted by applicable Laws the full amount of the deduction or withholding; and
  - (iii) furnish to each Tax Indemnatee evidence of payment to the relevant authority of all amounts deducted or withheld as aforesaid, which evidence may be provided by certification of such payment by a responsible officer of Lessee.
- (d) If any payment is made by Lessee under Clause 20.1(c), and a Tax Indemnatee in good faith determines that it has actually received a credit against, or relief or remission for, or repayment of, any Tax paid or payable by such Tax Indemnatee in respect of or calculated with reference to the deduction or withholding giving rise to such payment, subject to Clause 7.8, such Tax Indemnatee shall, to the extent that it can do so without prejudice to the retention of the amount of such credit, relief, remission or repayment and without leaving such Tax Indemnatee in any worse position than that in which it would have been had such deduction or withholding not been required to be made, pay to Lessee such amount as such Tax Indemnatee shall in good faith have determined to be attributable to the relevant deduction or withholding.

Nothing in this Clause 20.1(d) shall:

- (i) interfere with the right of Lessor to arrange its tax affairs in whatever manner it thinks fit and, in particular, but without limitation, Lessor shall not be under any obligation to claim credit, relief, remission or repayment from or against its corporate profits or similar Tax liability in respect of the amount of any such deduction or withholding in priority to any other claims, reliefs, credits or deductions available to Lessor; or
- (ii) oblige Lessor to disclose any information relating to its Tax affairs or any computations in respect thereof.

## **20.2 Covenant to Pay Taxes**

Lessee shall promptly pay when due:

- (a) all Taxes (other than Lessor Taxes) imposed by any Government Entity with respect to the Aircraft, including without limitation the ownership, presence, delivery, leasing, possession, use, operation, maintenance, storage, registration, redelivery, import, export, sale or other disposition of the Aircraft; and
- (b) all Taxes (other than Lessor Taxes) in respect of any premises where the Aircraft, any Engine or any Part thereof is located from time to time,

except to the extent that such payment is being contested in good faith by appropriate proceedings, in respect of which adequate reserves have been provided by Lessee and non-payment of which does not give rise to any material risk of the Aircraft or any interest therein being sold, forfeited or otherwise lost or any risk of criminal liability on the part of Lessor or any Financing Party.

### 20.3 Tax Indemnity

- (a) Lessee agrees to pay, within (10) Business Days of demand by Lessor, and to be liable for, and to indemnify and hold harmless each Tax Indemnitee against all Taxes (other than Lessor Taxes) levied or imposed against or upon any Tax Indemnitee or Lessee or the Aircraft and relating to or attributable to Lessee, this Agreement, or the Aircraft or directly or indirectly in connection with the possession, delivery, purchase, sale, transfer, location, existence, importation, transportation, pooling, interchange, leasing, subleasing, wet leasing, chartering, storage, registration, insurance, replacement, maintenance, modification, refurbishment, condition, service, repair, overhaul, control, management, ownership, presence, use, operation, exportation or redelivery of the Aircraft, any Engine or any Part or any part thereof or any rent, receipts, insurance proceeds, income or other amounts arising therefrom, or the making of any Equipment Change.
- (b) The provisions of Clause 20.3(a) shall not apply to, and Lessee shall have no liability to any Tax Indemnitee in respect of, any Tax to the extent that such Tax (a “**Lessor Tax**”):
  - (i) arises solely as a result of the Gross Negligence or willful misconduct any Tax Indemnitee; or
  - (ii) is imposed as a result of a Lessor Lien; or
  - (iii) is imposed with respect to any period commencing or event occurring before the Aircraft has been delivered to Lessee or after the Aircraft has been redelivered to Lessor and is no longer subject to this Agreement unless such Tax is attributable to any act, omission, event or circumstance which occurred during the Term and would not have constituted a “Lessor Tax” had it arisen during the Term; or
  - (iv) arises solely from the breach by any Tax Indemnitee of this Agreement but excluding any such breach which is attributable to or arises out of any Event of Default or any act or omission of a person other than Lessor; or
  - (v) is imposed as a result of any connection between that Tax Indemnitee and the jurisdiction imposing the Tax that is unrelated to the transactions contemplated by this Agreement or the use or operation of the Aircraft by Lessee or any Permitted Sublessee, or the location or registration of the Aircraft by Lessee or any Permitted Sublessee and for which the jurisdictional connection necessary for the imposition of the Tax would have existed even if the transactions contemplated by this Agreement had not been entered into; or
  - (vi) is imposed or levied on or measured by or with respect to the net income, profits or capital gains of any Tax Indemnitee by any Government Entity in Ireland or any jurisdiction where any Tax Indemnitee is resident for Tax purposes; but excluding any Tax imposed by any government or taxing authority of any jurisdiction if and to the extent that such Tax results from (A) the use, operation,

presence or registration of the Aircraft, the Airframe, any Engine or any Part in the jurisdiction imposing the Tax, (B) a breach by Lessee of any of its representations, warranties or covenants under this Agreement or (C) any Tax which results from the situs or organization, place of business or activity of Lessee, any Permitted Sublessee or other person having use, possession or custody of the Aircraft; or

- (vii) is imposed in connection with the voluntary sale, transfer, assignment (whether legal or equitable) or other disposition (including an involuntary disposition pursuant to a bankruptcy or similar proceeding involving such Tax Indemnatee) by any Tax Indemnatee or Lessor Party of any or all of its rights, title and interest in or with respect to the Aircraft, the Airframe, any Engine or any Part this Agreement or any other Operative Document, except in connection with or resulting from an Event of Default or Total Loss; or
  - (viii) is imposed on such Tax Indemnatee due to the failure of any Tax Indemnatee to file any relevant tax return or tax computation that such Tax Indemnatee was obliged to file by the applicable law in its jurisdiction of incorporation unless relating to a Tax otherwise indemnified pursuant to this Clause 20.3 and imposed as a result of Lessee's breach of Clause 20.3(c); or
  - (ix) is imposed on the Owner or the Aircraft or imposed on payments to the Owner, except to the extent such Tax is equal to or less than the Taxes that would have been imposed and for which indemnification would have been available hereunder if Lessor had been the Owner;
  - (x) results from a change by any Tax Indemnatee or Lessor Party of its principal place of business, participating office, jurisdiction of organization or tax residence; or
  - (xi) is imposed on or payable by any Tax Indemnatee that would not have been imposed or payable but for the existence of any loan or financing provided by the Financing Parties and any security documents entered into in connection therewith except Taxes imposed as a result of (A) the gross negligence or willful misconduct of Lessee or any other user of the Aircraft, or (B) a breach by Lessee of any of its representations, warranties or covenants under this Agreement.
- (c) Lessee will provide each Tax Indemnatee such information as may reasonably be requested by such Tax Indemnatee to enable it to fulfill its Tax filing or other information reporting requirements with respect to the transactions contemplated by this Agreement. If any report, return or statement is required to be made with respect to any Tax which is subject to indemnification under this Clause 20.3, Lessee will promptly notify Lessor of the requirement, and:
- (i) if permitted by applicable Law, make and file in a timely manner such report, return or statement (except for any report, return or statement that Lessor has notified Lessee that Lessor or any other Tax Indemnatee intends to prepare and file), prepare such return in such manner as will indicate Owner as owner of the Aircraft if required or appropriate, and provide Lessor upon request a copy of each such report, return or statement filed by Lessee, or

- (ii) if Lessee is not permitted by applicable Law to file any such report, return or statement, Lessee will prepare and deliver to Lessor a proposed form of such report, return or statement within a reasonable time prior to the time such report, return or statement is to be filed.

#### 20.4 Notice and Contest Rights.

- (a) If a written notice of any claim is made against any Tax Indemnatee for any Taxes for which Lessee is required to pay or against which Lessee is required to indemnify such Tax Indemnatee pursuant to Clause 20.3(a), such Tax Indemnatee shall promptly notify Lessee thereof in writing; provided that a failure to so notify will not diminish, or relieve Lessee of, any obligations thereunder, except to the extent Lessee's or such Tax Indemnatee's successful defense of such claim is prejudicial thereby or Lessee's liability for costs or Taxes is increased. If reasonably requested by Lessee in writing within thirty (30) days of Lessee's receipt of notice of such claim, and to the extent that there are means available by which to do so, such Tax Indemnatee shall, provided that no Event of Default shall have occurred and be continuing, in good faith diligently contest by pursuing all administrative appeals in the name of such Tax Indemnatee or, in such Tax Indemnatee's discretion if requested by Lessee, contest in the name of Lessee (or permit Lessee, in such Tax Indemnatee's discretion if requested by Lessee, to contest in the name of Lessee) the validity, applicability or amount of such Taxes by (i) resisting payment thereof, if practicable, (ii) paying the same only under protest, if protest is necessary and proper or (iii) if payment shall be made, seeking a refund thereof in appropriate administrative proceedings; provided that (A) prior to taking such action Lessee shall have agreed to indemnify, and shall indemnify on demand, such Tax Indemnatee in a manner satisfactory to such Tax Indemnatee for all costs and expenses which such Tax Indemnatee may incur in connection with contesting such claim (including all reasonable legal and accountants' fees and disbursements and the amount of any interest, penalties or additions to tax which may be payable as a result of contesting such claim), (B) such Tax Indemnatee shall have determined in good faith that such contest shall not result in any material risk of sale, forfeiture or loss of, or creation of any Security Interest on, the Aircraft, (C) if such contest is to be initiated by the payment of, and the claiming of a refund for, such Taxes, Lessee shall have advanced to such Tax Indemnatee sufficient funds (on an interest-free basis and, if such Tax Indemnatee shall have determined in good faith that such advance results in taxable income to such Tax Indemnatee, on an after-tax basis) to make such payment, (D) such Tax Indemnatee shall have received an opinion of independent tax counsel selected by such Lessee and reasonably acceptable to Tax Indemnatee that a reasonable basis exists for such contest, (E) Lessee shall have delivered to such Tax Indemnatee a written acknowledgement of Lessee's obligation to indemnify such Tax Indemnatee for the Tax being contested if the contest is not successful, (F) in the case of a contest conducted by a Tax Indemnatee and not the Lessee, the amount of the potential indemnity for which Lessee may be liable to pay such Tax Indemnatee under Clause 20.3(a) exceeds US\$25,000 or the equivalent thereof and (G) the contest is not for a Tax, the imposition of which has been previously contested by Lessee or such Tax Indemnatee, and such contest (including all allowable appeals) was decided adversely to Lessee or such Tax Indemnatee. Nothing contained in this Clause 20.4(a) shall require any Tax Indemnatee to contest, or permit Lessee to contest in the name of such Tax Indemnatee, a claim which such Tax Indemnatee would otherwise be required to contest pursuant to Clause 20.3(a) if such Tax Indemnatee shall waive payment by Lessee of any amount that might otherwise be payable by Lessee under Clause 20.3(a) in connection with such claim.

- (b) Each Tax Indemnitee agrees that it shall, as soon as reasonably practicable after it becomes aware of any circumstances which shall, or could reasonably be expected to, become the subject of a claim for indemnification by such Tax Indemnitee pursuant to Clause 20.3(a) or require the Lessee to indemnify or pay an amount under 20.5 (*Value Added Tax*) or make an increased payment pursuant to Clause 20.1, notify the Lessee in writing accordingly, provided that a failure to so notify will not diminish, or relieve Lessee of, any obligations hereunder or diminish the rights of the Tax Indemnitee. Similarly, Lessee shall, as soon as reasonably practicable after it becomes aware of any circumstances which shall, or would reasonably be expected to, result in a claim for indemnification under Clause 20.3(a) or require Lessee to indemnify or pay an amount under or 20.5 (*Value Added Tax*) or make an increased payment pursuant to Clause 20.1 (*Gross-up*), notify Lessor in writing accordingly. Provided no Event of Default is then continuing, Lessor and Lessee shall then consult with one another in good faith, for a period of up to thirty (30) days in order to determine what action (if any) may reasonably be taken to mitigate or avoid the incidence of the relevant Taxes (and Lessee shall pay Lessor's reasonable out of pocket expenses (including legal fees) in relation to any such consultations). Lessor shall then take such steps as it agreed during such consultation to take for that purpose, provided always that (i) it is fully indemnified by Lessee to Lessor's satisfaction (acting reasonably) for so doing, (ii) it shall not be required to take, or omit to take, any action, if the effect of such action or omission would reasonably be expected to adversely affect Lessor or would be contrary to applicable law, (iii) Lessor shall not be responsible for or obliged to achieve any particular result from the taking of such steps and (iv) nothing in this Clause 20.4(b) shall require Lessor to disclose or interfere with its tax affairs.

## 20.5 Value Added Tax

- (a) For the purposes of this Clause 20.5:
- (i) "VAT" means value added tax and any goods and services, sales or turnover tax, imposition or levy of a like nature; and
  - (ii) "supply" includes anything on or in respect of which VAT is chargeable.
- (b) Lessee shall pay to each Tax Indemnitee (without duplication) or the relevant taxing authority, as the case may be, the amount of any VAT chargeable in respect of any supply for VAT purposes under this Agreement.
- (c) Each amount stated as payable by Lessee under this Agreement is exclusive of VAT (if any), and if VAT is payable in respect of any amount as aforesaid, Lessee shall pay all such VAT and shall indemnify each Tax Indemnitee against any claims for the same (and where appropriate Lessee shall increase the payments which would otherwise be required to be made under this Agreement so that such Tax Indemnitee is left in the same position as it would have been in had no VAT been payable); and Lessee shall provide evidence to such Tax Indemnitee, if available, in respect of payment of any such VAT.

## 20.6 Information regarding Taxes

- (a) If Lessee is required by any applicable Laws, or by any third party, to deliver any report or return in connection with any Taxes, Lessee shall complete the same and shall state

therein (if appropriate) that Lessee is exclusively responsible for the use, possession, maintenance and operation of the Aircraft and for any Taxes arising therefrom, and Lessee shall, on request supply a copy of the report or return to Lessor.

- (b) Lessee shall within thirty days after Lessor's written request, furnish to Lessor evidence reasonably satisfactory to Lessor of payment of all Taxes arising in connection with or as a result of the transactions contemplated by this Agreement requiring payment within any Rent Period, including, without limitation, copies of receipts from the relevant tax authorities or other Governmental Entities for payments of withholding taxes, any Sales Taxes, any VAT and payment of customs duties.
- (c) As soon as practicable, but in any case within the first 60 days of each calendar year during the Term, Lessor or if different, the Rent beneficiary, shall deliver to Lessee a certification from the appropriate governmental tax authority confirming Lessor's (or, if applicable, such Rent beneficiary's) residency for tax purposes in a jurisdiction with which Mexico has an income tax treaty for the mitigation of double taxation. In addition to the foregoing, each Tax Indemnitee agrees to furnish from time to time to Lessee or to such other Person as Lessee may designate, at Lessee's sole cost and expense, such other duly executed and properly completed forms as are required and reasonably requested by Lessee and which such Tax Indemnitee may be permitted and legally able to deliver in order to claim any reduction of, or exemption from any Tax which Lessee may be required to indemnify against hereunder, unless such Tax Indemnitee determines that furnishing such forms would or could reasonably be expected to have an adverse effect on the business or operations of such Tax Indemnitee.

## **20.7 Taxation of Indemnity Payments**

- (a) If and to the extent that any sums payable to any Indemnitee or any Tax Indemnitee by Lessee under this Agreement by way of indemnity or otherwise under this Agreement are insufficient, by reason of any Taxes payable in respect of those sums, for such Indemnitee or such Tax Indemnitee to discharge the corresponding liability to the relevant third party (including any taxation authority), or to reimburse such Indemnitee or such Tax Indemnitee for the cost incurred by it to a third party (including any taxation authority), Lessee shall pay to such Indemnitee or such Tax Indemnitee such sum as will after the tax liability has been fully satisfied leave that Indemnitee or such Tax Indemnitee with the same after-tax amount as it would have been entitled to receive in the absence of that liability.
- (b) If and to the extent that any sums constituting (directly or indirectly) an indemnity or other payment under this Agreement to an Indemnitee or a Tax Indemnitee but paid by Lessee to any Person other than such Indemnitee or such Tax Indemnitee are treated as taxable in the hands of such Indemnitee or such Tax Indemnitee, Lessee shall pay to such Indemnitee or such Tax Indemnitee such sum as will, after the tax liability has been fully satisfied at the applicable marginal rate in such jurisdiction, indemnify such Indemnitee or such Tax Indemnitee to the same extent as it would have been indemnified in the absence of such liability.

## **20.8 Notification**

Each Tax Indemnitee shall notify Lessee in writing of any Taxes of which such Tax Indemnitee has received written notice from a Tax authority as being payable and for which Lessee is



obligated to indemnify or pay under this Clause 20; **provided, however**, the delay or failure of such Tax Indemnitee to give notice to Lessee in accordance with this Clause 20.8 will not discharge or release Lessee from any of its indemnity obligations under Clause 20 except, and only to the extent, that such delay or failure results in additional amounts payable by Lessee which amounts would not have been imposed in the absence of such delay.

## 20.9 Duration

The obligations and indemnities contained in this Clause 20 shall continue in full force after the expiration, cancellation or termination of this Agreement notwithstanding any breach or repudiation of this Agreement by Lessor or Lessee or the termination of the leasing of the Aircraft under this Agreement.

## 21. ASSIGNMENT AND TRANSFER

### 21.1 By Lessee

Except as expressly permitted by the terms hereof (including without limitation, Clause 10.3 hereof) Lessee will not assign, delegate or otherwise transfer any of its rights or obligations under this agreement or create or permit to exist any Security Interest over any of its rights under this Agreement, and any attempt to do so will be null and void and shall constitute a breach hereof.

### 21.2 Lessor Transfer

- (a) Without any consent of Lessee other than as provided in Clause 21.2(d), Owner or Lessor may at its own expense assign or grant a Security Interest over the Aircraft and the Aircraft Documents or any interest therein and/or Owner or Lessor may assign or grant a Security Interest over all or any part of its rights under this Agreement and any other Operative Document or any interest therein, in either case, by way of security to any other Person (an “Assignee”); provided that:
  - (i) (A) such assignment or Security Interest shall not increase any of Lessee’s risk, obligations, responsibilities, liabilities, and costs related to the transactions contemplated by this Agreement, and shall not reduce any of Lessee’s rights and benefits related thereto, as determined at the time of such assignment or Security Interest, including for this purpose any legislative or regulatory changes that have obtained all necessary approvals in accordance with applicable law but will be implemented after such assignment or Security Interest is completed, provided that a fixed timetable for such law going into effect has been agreed, and (B) Lessee will not incur any obligation or liability of any kind as a result of such transaction, provided that any change in, or increase in the number of beneficiaries under (and in accordance with) any indemnification, insurance or, if applicable re-insurance provision of the making of any payment to a different bank shall not be deemed an increased obligation.
  - (ii) prior to any such assignment or Security Interest becoming effective, the Assignee shall execute and deliver to Lessee an undertaking containing terms substantially similar to Clause 8.1 (*Quiet Enjoyment*) hereof to the effect that neither it nor any Person claiming by, through or under it will disturb the quiet use, possession and enjoyment of the Aircraft by Lessee or any Permitted Sublessee during the Term so long as no Event of Default is continuing;

- (iii) if the Security Deposit is assigned or charged or subject to a Security Interest in favor of the Assignee or if any Assignee is to be named as the beneficiary under any Letter of Credit, the Assignee shall acknowledge that the Security Deposit under its control shall only be applied in accordance with the provisions of this Agreement and that it will not draw under that Letter of Credit except in accordance with the terms of this Agreement and that proceeds of any such drawings shall only be applied in accordance with the provisions of this Agreement;
  - (iv) as at the date of such assignment and under the laws then in effect in the State of Incorporation, it shall not be unlawful for Lessee to lease an aircraft financed by a Person organized under the laws of the country where the Assignee is organized, and the Assignee shall provide to Lessee representation and warranties in respect of itself on the terms set forth in Clause 22.17;
  - (v) the Assignee and each of the other Financing Parties are not [REDACTED] (such a Person, a “**Competitor**”) or an Affiliate of a Competitor (other than any aircraft leasing company or a banking or lending institution that is separately managed from such Competitor and provided each such Affiliate agrees in writing with Lessee that it shall not disclose to the Competitor of which it is an Affiliate this Agreement or any information relating thereto or the transactions contemplated hereby); and
  - (vi) if the Assignee is not reasonably experienced in commercial aircraft leasing or lending, it shall agree with Lessee that upon the enforcement of its rights under the relevant security documents it shall contract with such a Person experienced in commercial aircraft leasing or lending to manage this Agreement; provided that if the Assignee represents that it leases, owns, manages or is a lender in respect of a portfolio of [REDACTED] or more commercial aircraft on the date of such assignment, it shall be deemed to be reasonably experienced in commercial aircraft leasing or lending.
- (b) Without any consent of Lessee other than as provided in Clause 21.2(d) and upon at least [REDACTED] prior notice to Lessee (delivered on or after the Delivery Date) or [REDACTED] prior notice to Lessee (delivered prior to the Delivery Date, but only if such transfer occurs on or prior to the Delivery Date and the proposed Transferee is an Affiliate of the Lessor Parent), Owner, at its or Lessor’s own expense, may transfer the title to the Aircraft (or the right to acquire title to the Aircraft, if such transfer occurs prior to the Delivery Date) and its interest therein to any Person (an “**Owner Transferee**”), and Lessor, at its own expense, may transfer and/or assign all or any part of its rights and obligations under this Agreement and any other Operative Document to any Person (a “**Lessor Transferee**” and together with the Owner Transferee, the “**Transferees**” or individually, a “**Transferee**”); provided that:
- (i) if a Transferee is not assuming the obligations of Lessor under this Agreement or becoming the “Lessor” under this Agreement as novated, it shall execute and deliver to Lessee an Owner Quiet Enjoyment Letter;
  - (ii) each Transferee confirms and agrees that (A) such transfer or assignment shall not increase any of Lessee’s risk, obligations, responsibilities, liabilities and costs (including without limitation with respect to taxes) related to the transactions

contemplated by this Agreement and shall not reduce any of Lessee's rights and benefits related thereto, as determined at the time of such transfer or assignment, including for this purpose any legislative or regulatory changes that have obtained all necessary approvals in accordance with applicable law but will be implemented after such transfer or assignment is completed, provided that a fixed timetable for such law going into effect has been agreed, and (B) Lessee will not incur any obligation or liability of any kind as a result thereof, provided that any change in, or increase in the number of beneficiaries under (and in accordance with) any indemnification, insurance or, if applicable re-insurance provision of the making of any payment to a different bank shall not be deemed an increased obligation;

- (iii) at the time of such transfer or assignment, each Transferee shall provide to Lessee representations and warranties on the terms set forth in Clause 22.17 hereof and Clause 2 of Schedule 2;
- (iv) at the time of such transfer or assignment, each Transferee (A) has a tangible net worth, or is guaranteed on terms reasonably acceptable to Lessee by a Person which has a tangible net worth, exclusive of the aggregate equity it is committing to invest in the Aircraft, of at least (x) US\$[REDACTED] if such transfer or assignment is solely for the Aircraft, (y) US\$[REDACTED] if such transfer or assignment is for the Aircraft and a Companion Aircraft immediately before such transfer or (z) US\$[REDACTED] such transfer or assignment is for the Aircraft and two or more Companion Aircraft immediately before such transfer, in either case, such net worth to be evidenced by financial statements of such Transferee or guarantor, as applicable, together with a certificate of a responsible officer of such Transferee or such guarantor, as the case may be, certifying as to such net worth; provided that in the event Lessor is the Owner and transfers title to the Aircraft to an Owner Transferee by way of a sale and lease back and this Agreement becomes a sublease and Lessor remains the sublessor and retains all obligations of Lessor, such Owner Transferee shall not be required to meet the tangible net worth requirement set forth in this subclause (A); (B) is an experienced lessor in commercial aircraft leasing or will have appointed an experienced servicer in commercial aircraft leasing (and for such purposes, an experienced lessor or experienced servicer will be an entity with [REDACTED] commercial aircraft or more in its portfolio or under its management or any Transferee that is an Affiliate of Lessor Parent); (C) is not a Competitor (as defined in Clause 21.2(a)(v) above) or an Affiliate of a Competitor (other than any aircraft leasing company or a banking or lending institution that is separately managed from such Competitor and provided each such Affiliate agrees in writing with Lessee that it shall not disclose to the Competitor of which it is an Affiliate this Agreement or any information relating thereto or the transactions contemplated hereby); and (D) is a tax resident of a jurisdiction with which Mexico has entered into a treaty to avoid the double imposition of Taxes; and
- (v) at the date of such transfer and under the laws then in effect in the State of Incorporation, it shall not be unlawful for Lessee to lease an Aircraft owned or leased by a Person organized under the laws of the country where the Transferee is organized.

- (c) Lessee shall upon request from Lessor and at the expense of Lessor cooperate in effecting any assignment or transfer referred to in subclause (a) or (b) above and will execute any agreements or other instruments in form and substance reasonably satisfactory to Lessee (including, without limitation, any supplement or amendment to or novation of this Agreement) and if the transfer involves the assumption by the Transferee of any of Owner's or Lessor's obligations under this Agreement or the other Operative Documents, release Owner or Lessor, as applicable, from the obligations so assumed and will execute such certificates and shall provide such corporate documents as shall be reasonably requested by Lessor for the purposes of Lessor obtaining a legal opinion in respect of Lessee's due execution and due authorization of the transfer documents. Lessor agrees to reimburse Lessee for its reasonable costs and expenses (including, without limitation reasonable attorney fees) and any Taxes thereon, and other reasonable out-of-pocket costs and expenses and any Taxes thereon, in connection with any assignment or transfer referred to in subclause (a) or (b), provided that Lessee shall provide Lessor with reasonable evidence of such costs and expenses.
- (d) For the purpose of Article 33(1) of the Cape Town Convention and Article XV of the Protocol, and without prejudice to the preceding provisions of this Clause 21.2 (*Lessor Transfer*) to the extent applicable, Lessee hereby consents in advance to the transfer of the associated rights and related international interests in respect of any assignment or sale by Owner or Lessor or the granting of any Security Interest by Owner or Lessor in accordance with this Agreement (and for the avoidance of doubt, no additional consent by Lessee will be required in connection with any such assignment of associated rights, the related international interests and the related right to discharge such international interest pursuant to the Cape Town Convention).
- (e) Except as permitted in this Clause 21.2, neither Owner nor Lessor will assign or otherwise transfer any of its rights in and to the Aircraft or any of its rights and obligations under any Operative Document or permit to exist any Security Interest over any of the foregoing, and any attempt to do so will be null and void.

## 22. MISCELLANEOUS PROVISIONS

### 22.1 Rights Cumulative, Waivers

The rights of Lessor under this Agreement may be exercised as often as Lessor considers appropriate (except as otherwise expressly stated herein), are cumulative and are in addition to its rights under any Law. The rights of Lessor against Lessee or in relation to the Aircraft (whether arising under this Agreement or any Law) cannot be waived or varied other than by an express waiver or variation in writing. Any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right; any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right; and no act or course of conduct or negotiation on Lessor's part or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

### 22.2 Delegation

Lessor may delegate to any Person or Persons all or any of its rights, powers or discretions vested in it by this Agreement, and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as Lessor deems fit; provided,

however, that notwithstanding any such delegation, Lessor shall at all times remain primarily liable for the obligations of "Lessor" hereunder.

### **22.3 Expenses**

Each of Lessor and Lessee shall pay its own costs and expenses (including legal fees) in connection with the negotiation of this Agreement and the other Operative Documents. Lessee shall pay to Lessor on demand all expenses (including legal (which includes the fees of counsel for issuing any opinion required to be provided hereunder), professional, and out-of-pocket expenses incurred or payable by Lessor in connection with the enforcement or preservation of any of Lessor's rights or remedies under this Agreement and the other Operative Documents in connection with and following any Event of Default.

### **22.4 Set-off**

- (a) Lessor may set off any matured obligation owed by Lessee under this Agreement or any Operative Document against any obligation (whether or not matured) owed by Lessor to Lessee hereunder, regardless of the place of payment or currency. If the obligations are in different currencies, Lessor may convert either obligation at the market rate of exchange available in London or (at Lessor's option) New York for the purpose of the set-off.
- (b) If an obligation is unascertained or unliquidated, Lessor may in good faith estimate that obligation and set off in respect of the estimated amount, in which case when the obligation is ascertained or liquidated Lessor or Lessee shall make a payment to the other (as appropriate) in respect of any amount by which the ascertained or liquidated amount differs from the estimated amount.
- (c) Notwithstanding any other provision of this Agreement, Lessor shall not be obliged to pay any amount to Lessee under this Agreement so long as any sums which are then due from Lessee under this Agreement remain unpaid or if any Event of Default (other than an Event of Default arising solely under Clause 19.1(f)) has occurred and is continuing, and any such amount which would otherwise be due shall fall due only if and when Lessee has paid all such sums and cured all Events of Default, except to the extent that Lessor otherwise agrees in writing or sets off such amounts against such payment pursuant to Clause 22.4(a).

### **22.5 Time of Essence**

The time stipulated in this Agreement for all payments by Lessee to Lessor and for the prompt performance of Lessee's other obligations under this Agreement are of the essence of this Agreement.

### **22.6 Entire Agreement**

This Agreement constitutes the sole and entire agreement between Lessor and Lessee in relation to the leasing of the Aircraft and supersedes all previous agreements in relation to that leasing. Any amendments to this Agreement must be in writing and signed on behalf of Lessor and Lessee.

### **22.7 Rights of Third Parties**

- (a) All rights expressed to be granted to each Indemnitee or Tax Indemnitee (other than Lessor) under this Agreement are given to Lessor on behalf of that Indemnitee or Tax Indemnitee, and each Indemnitee or Tax Indemnitee is an express third party beneficiary hereof. Except for Lessor, each Indemnitee and each Tax Indemnitee, no other Person shall be a third party beneficiary of this Agreement.
- (b) Any Tax Indemnitee or Indemnitee who is not a party to this Agreement may enforce the terms of this Agreement expressed to be for the benefit of or given by Lessee to or in favor of such Tax Indemnitee or Indemnitee.
- (c) All terms of this Agreement may be varied, amended or otherwise released by an agreement between Lessor and Lessee without reference to any Indemnitee or Tax Indemnitee.
- (d) If an Indemnitee or Tax Indemnitee is not a party to this Agreement, Lessee may require such Indemnitee or Tax Indemnitee to agree in writing, in a form reasonably acceptable to Lessee, to the terms of Clause 14 and Clause 20, as the case may be, prior to making any payments to such Indemnitee or Tax Indemnitee under Clause 14 or Clause 20, as the case may be.

## **22.8 Counterparts**

This Agreement may be executed in two or more counterparts each of which will be deemed an original but all of which together will constitute one and the same agreement.

## **22.9 Language**

All notices, requests, direction and other communications to be given under this Agreement will be in English. Unless otherwise provided herein, all documents delivered to Lessee or Lessor pursuant to this Agreement will be in English or, if not in English, will be accompanied by a certified English translation. If there is any inconsistency between the English version of this Agreement and any version in any other language, the English version will prevail.

## **22.10 Confidentiality**

This Agreement, the terms hereof and all non-public information obtained by a party about any party are confidential and are among Lessor, Owner, Lessor Parent, Lessor Guarantor and Lessee only. Lessor, Owner, Lessor Parent, Lessor Guarantor and Lessee shall not, and shall procure that their respective officers, employees and agents shall not, disclose the contents of this Agreement or such nonpublic information to any third party (other than (a) to such party's or its Affiliates' auditors, legal advisors, regulators, financial advisors and rating agencies; (b) as required in connection with any filing of this Agreement in accordance with any applicable Regulation; (c) in connection with Lessor's potential transfer, assignment, sale, financing, refinancing of or related to the Aircraft and/or transfer or assignment of this Agreement; provided that any recipient of any such confidential information in such case shall as a condition precedent to receipt of the information execute and deliver a confidentiality agreement containing terms no less stringent than the terms of this Clause 22.10; (d) as required for enforcement by either party of its rights and remedies with respect to this Agreement; (e) as required by applicable Regulation; (f) in connection with any court or regulatory proceedings or (g) if such information is otherwise available in the public domain), without the prior written consent of the other party. If any disclosure will result in the Agreement becoming publicly available, Lessor, Owner, Lessor

Parent, Lessor Guarantor and Lessee will cooperate with one another to obtain confidential treatment or limit the scope of disclosure as to the commercial terms and other material provisions of this Agreement.

#### **22.11 Invalidity of any Provision**

If any provision of this Agreement becomes invalid, illegal or unenforceable in any respect under any Law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

#### **22.12 Survival**

All indemnities, representations, warranties and other obligations of Lessee and Lessor shall survive, and remain in full force and effect, notwithstanding the expiration or other termination of this Agreement and/or the leasing of the Aircraft hereunder.

#### **22.13 Further Assurance**

- (a) Each of the parties agree to perform (or procure the performance of) all further acts and things within its control, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by applicable Laws or as may be necessary or reasonably desirable to implement and/or give effect to this Agreement, the transactions contemplated by this Agreement.
- (b) The out-of-pocket costs and expenses of performing the acts contemplated by sub-clause (a) above shall be borne by the requesting party, except that Lessee shall be responsible for any and all costs and expenses related to registration, filings and continuous perfection of any interest of Lessor created by this Agreement and the other Operative Documents (other than in connection with any transfers by the Lessor or Owner in accordance with Clause 21.2, except for any transfers arising in connection with the occurrence and continuance of an Event of Default).
- (c) Except to the extent expressly provided herein, any terms of this Agreement which expressly incorporate any provisions of the Cape Town Convention shall prevail in the case of any conflict with any other provision contained herein. Each of the parties hereto acknowledges and agrees that for purposes of the Cape Town Convention (to the extent applicable hereto), separate rights may exist with respect to the Airframe and Engines.

#### **22.14 No Brokers**

Except for SkyWorks Capital, LLC (whose fees and expenses are the sole responsibility of Lessee), each of the parties represents and warrants to the other that it has not paid, agreed to pay, or caused to be paid directly or indirectly to any Person in any form, any commission percentage contingent fee, brokerage or other similar payments of any kind, in connection with the establishment or operation of this Agreement. Each party agrees to indemnify and hold the other harmless from and against any and all claims, suits, damages, costs and expenses (including, reasonable legal fees and expenses) asserted by any agent, broker or other third party for any commission or compensation of any nature whatsoever based upon this Agreement or the Aircraft, if such claim, suit, damage, cost or expense arises out of any breach by the indemnifying party, its employees or agents of this Clause 22.14.

## 22.15 Chattel Paper

To the extent, if any, that this Agreement constitutes chattel paper (as such term is defined in the UCC as in effect in any applicable jurisdiction), no Security Interest in this Agreement may be created through the transfer or possession of any counterpart other than the original counterpart, which shall be identified as the counterpart designated as the “original” on the signature page of this Agreement by the Financing Parties Representative (if any) or Lessor, as the case may be.

## 22.16 True Lease

The parties intend and agree that this Agreement:

- (a) constitutes a “true lease”, and not a “security interest” as defined in Section 1-201(37) of the UCC;
- (b) to the extent applicable, constitutes a “true lease” for United States federal income tax purposes; and
- (c) confers only a leasehold interest on Lessee in and to the Aircraft on and subject to the terms of this Agreement, and no ownership or other interest with respect to the Aircraft is provided to Lessee under this Agreement.

Lessee shall not file a tax return that is inconsistent with the provisions of this Clause.

## 22.17 Know Your Customer/OFAC Compliance

- (a) Each party represents, warrants and agrees that neither it nor any of its Affiliates is in violation of any Law relating to terrorism or money laundering enacted or promulgated by the United Nations, the European Union, the UK, the United States of America or Mexico (“**Anti-Terrorism Laws**”), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the “**Executive Order**”), and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 (the “**Patriot Act**”).
- (b) Each party represents, warrants and agrees that it is not any of the following:
  - (i) a person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;
  - (ii) a person owned or controlled by, or acting for or on behalf of, any person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;
  - (iii) a person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order; or
  - (iv) a person that is named as a “special designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control (“**OFAC**”) at its official website or any replacement website or other replacement official publication of such list.



- (c) Each party represents, warrants and agrees that it does not and for the Term shall not (i) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any person described in the preceding clause (b), (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or any similar laws of Mexico, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

## 22.18 USA Patriot Act Notice

Lessee agrees that pursuant to the requirements of the Patriot Act, Lessor may obtain, verify, and record information from Lessee that identifies Lessee, which information may include the name and address of Lessee, and its officers, directors and shareholders, and other information that will allow Lessor to identify Lessee in accordance and for purposes of compliance with the Patriot Act.

## 23. NOTICES; ELECTRONIC SIGNATURES

- 23.1 Every notice, request, direction or other communication under this Agreement shall be in English and be in writing delivered personally or sent with an internationally recognized courier service or by electronic mail (including PDF) and shall be deemed to have been received:

- (a) in the case of a letter when delivered personally or where sent with an internationally recognized courier service, on the date shown as the delivery date (or, if delivery was refused, the date of such refusal) in the records of the Person who effected such delivery; or
- (b) in the case of an electronic mail, at the time of dispatch with confirmed receipt,

**provided always that** where delivery by hand or by electronic email occurs after 6:00 p.m. on a Business Day, or on a day which is not a Business Day, service shall be deemed to occur at 9:00 a.m. on the next Business Day.

- 23.2 Every notice, request, direction or other communication under this Agreement shall be sent:

### To Lessor at:

Address: [REDACTED]

*with a copy to Lessor Parent at:*

Address: [REDACTED]

### To Owner at:

Address: [REDACTED]

*with a copy to Lessor Parent at:*

Address: [REDACTED]

**To Lessee at:**

Address: [REDACTED]

or any substitute address, email address or fax number or department or officer as the relevant party may notify to the other party by not less than five (5) Business Days' notice.

- 23.3 In connection with the performance of their respective duties hereunder, each party may give notices, consents, directions, approvals, instructions and requests to, and otherwise communicate with, each other using electronic means, including email transmission to such email addresses as each such party shall designate to the other parties, and, if necessary or if requested by the other party or parties, with an "electronic signature" or other "electronic record" (as such terms are defined in the New York State Electronic Signatures and Records Act). Delivery of an executed counterpart of this Agreement or any other Operative Document by facsimile or email will be deemed effective as delivery of an originally executed counterpart. Any party delivering an executed counterpart of this Agreement or any other Operative Document by facsimile or email will also deliver an originally executed counterpart thereof, but the failure of any party to deliver an originally executed counterpart of this Agreement or any other Operative Document will not affect the validity or effectiveness of this Agreement or such other Operative Document.

**24. GOVERNING LAW JURISDICTION AND WAIVER OF JURY TRIAL**

**24.1 Governing Law**

PURSUANT TO AND IN ACCORDANCE WITH SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, THE PARTIES HERETO AGREE THAT THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, AND ALL ISSUES CONCERNING THE RELATIONSHIP OF THE PARTIES HEREUNDER AND THE ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AS APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK (EXCLUSIVE OF SECTION 7-101 OF THE NEW YORK GENERAL OBLIGATIONS LAW WHICH IS INAPPLICABLE TO THIS AGREEMENT) WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES. THE PARTIES AGREE THAT THIS AGREEMENT WAS DELIVERED IN THE STATE OF NEW YORK.

THE FOREGOING ELECTION OF THE LAWS OF THE STATE OF NEW YORK IS WITHOUT PREJUDICE TO THE RIGHT OF LESSOR TO APPLY THE LAWS OF MEXICO CITY OR ANY OTHER RELEVANT JURISDICTION TO ANY REPOSSESSION OR OTHER ENFORCEMENT OF RIGHTS UNDER THE LEASE WHILE THE AIRCRAFT IS LOCATED OR REGISTERED IN MEXICO OR SUCH OTHER JURISDICTION.

**24.2 Jurisdiction**

Pursuant to and in accordance with Section 5-1402 of the New York General Obligations Law, Lessee and Lessor each irrevocably agrees that (i) the United States District Court for the

Southern District of New York sitting in The Borough of Manhattan and any New York state court sitting in the County of New York, New York, and all related appellate courts, and (ii) the courts of the jurisdictions in which the Aircraft at the relevant time is located, including, without limitation, the courts of the City of Mexico, in the case of enforcement proceedings in respect of remedies hereunder, have non-exclusive jurisdiction to settle any disputes arising out of or relating to this Agreement or any of the other Operative Documents and submits itself and its property to the jurisdiction of the foregoing courts with respect to such dispute.

#### 24.3 Process Agent

- (a) Without prejudice to any other mode of service, Lessee:
  - (i) appoints [REDACTED] as its agent for service of process relating to any proceedings before the New York courts described in Clause 24.2 (*Jurisdiction*) in connection with this Agreement and agrees to maintain the process agent in New York notified to Lessor;
  - (ii) agrees that failure by a process agent to notify Lessee of the process shall not invalidate the proceedings concerned; and
  - (iii) consents to the service of process relating to any such proceedings by prepaid mailing or by personal delivery of a copy of the process to Lessee's agent at the address identified in Clause 24.3(a)(i) above or by facsimile or prepaid mailing by air mail, certified or registered mail, or by personal delivery, of a copy of the process to Lessee at the address set forth in Clause 23.2.
- (b) Without prejudice to any other mode of service, Lessor:
  - (i) appoints [\_\_\_\_], at [address] as its agent for service of process relating to any proceedings before the New York courts described in Clause 24.2 (*Jurisdiction*) in connection with this Agreement and agrees to maintain the process agent in New York notified to Lessee;
  - (ii) agrees that failure by a process agent to notify Lessor of the process shall not invalidate the proceedings concerned; and
  - (iii) consents to the service of process relating to any such proceedings by prepaid mailing or by personal delivery of a copy of the process to Lessor's agent at the address identified in Clause 24.3(b)(i) above or by facsimile or prepaid mailing by air mail, certified or registered mail, or by personal delivery, of a copy of the process to Lessor at the address set forth in Clause 23.2.

#### 24.4 Waiver of Objections

Each of Lessee and Lessor:

- (a) waives to the fullest extent permitted by Law any objection which it may now or hereafter have to the courts referred to in Clause 24.2 (*Jurisdiction*) on grounds of inconvenient forum or otherwise as regards proceedings in connection with this Agreement;

- (b) waives to the fullest extent permitted by Law any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in the courts referred to in Clause 24.2 (*Jurisdiction*); and
- (c) to the extent permitted by applicable law, agrees that a judgment or order of any court referred to in Clause 24.2 (*Jurisdiction*) in connection with this Agreement is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction as if made by the highest court in that other jurisdiction and accordingly Lessee will not seek to, nor be entitled to, contest and/or delay and/or obstruct registration or enforcement of any such judgment and/or award and/or order on grounds of public policy or otherwise.

#### **24.5 Waiver of Sovereign Immunity and Other Defenses**

Each of Lessee and Lessor irrevocably and unconditionally:

- (a) agrees that the transactions contemplated hereby are commercial in nature and that if the other brings legal proceedings against it or its assets in relation to this Agreement no sovereign or other immunity from such legal proceedings (which will be deemed to include suit, court jurisdiction, attachment prior to judgment, attachment in aid of execution of a judgment, other attachment, the obtaining of judgment, execution of a judgment or other enforcement or legal process or remedy) will be claimed by or on behalf of itself or with respect to its assets;
- (b) waives any such right of immunity which it or its assets now has or may in the future acquire and agrees that the foregoing waiver shall have the fullest extent permitted under the Foreign Sovereign Immunities Act of 1976 of the United States of America and is intended to be irrevocable for the purposes of such Act; and
- (c) waives any requirement, of any kind whatsoever, for Lessor to provide any form of security in respect of the payment of any damages, costs, expenses or any other financial obligation resulting from the commencement or prosecution of proceedings or the making of or service of any order and Lessee undertakes (x) not to challenge the validity of any proceedings or the making of any orders without any requirement for the provision of such security, (y) to advise any court upon Lessor's request that Lessee requires no such security, and (z) to provide security itself for any third party claims arising out of or in connection with such proceedings and/or orders.

#### **24.6 Waiver of Jury Trial**

EACH OF LESSEE AND LESSOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL IN RESPECT OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THE LESSOR/LESSEE RELATIONSHIP BEING ESTABLISHED, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND OTHER COMMON LAW AND STATUTORY CLAIMS. EACH OF LESSOR AND LESSEE REPRESENTS AND WARRANTS THAT EACH HAS REVIEWED AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH ITS LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, AND

THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS CLAUSE MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[Signature Page Follows]

**IN WITNESS WHEREOF** Lessor and Lessee have executed and delivered this Agreement in the State of New York, U.S.A., both as of the date shown at the beginning of this Agreement.

**AEROVÍAS DE MÉXICO, S.A. DE C.V.**  
*Lessee*

**MIRACLE ANDROMEDA COMPANY  
LIMITED**  
*Lessor*

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TO THE EXTENT IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE PERFECTED THROUGH THE POSSESSION OF ANY ORIGINAL OR COPY HEREOF OTHER THAN THAT MARKED "CHATTEL PAPER ORIGINAL".

**CHATTEL PAPER ORIGINAL**

**IN WITNESS WHEREOF** Lessor and Lessee have executed and delivered this Agreement in the State of New York, U.S.A., both as of the date shown at the beginning of this Agreement.

**AEROVÍAS DE MÉXICO, S.A. DE C.V.**  
*Lessee*

**MIRACLE ANDROMEDA COMPANY  
LIMITED**  
*Lessor*

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TO THE EXTENT IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE PERFECTED THROUGH THE POSSESSION OF ANY ORIGINAL OR COPY HEREOF OTHER THAN THAT MARKED "CHATTEL PAPER ORIGINAL".

**SCHEDULE 1**  
**DEFINITIONS AND CONSTRUCTION**

**1. Defined Terms**

**1.1** The following words and expressions have the respective meanings set forth below:

**“Acceptable LC Bank Rating”** has the meaning given to it in Clause 6.4(b) (*Provision of Letter of Credit*);

**“Acceptance Certificate”** means a certificate of acceptance of the Aircraft to be executed and delivered by the parties at Delivery substantially in the form appearing in Schedule 9;

**“AFAC”** means the *Agencia Federal de Aviación Civil* of the *Secretaría de Comunicaciones y Transportes de México* and each other Mexican governmental airworthiness authority having authority with respect to the Aircraft that is comparable to the authority of the FAA and any successor thereto;

**“Affiliate”** means, in relation to any Person, any Person directly or indirectly controlling, controlled by, or under common control with such first Person; and a Person shall be deemed to control another Person if such first Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, contract or otherwise;

**“Agreed Form”** means the form agreed between Lessor and Lessee;

**“Agreed Value”** has the meaning provided in Part A of the Financial Terms Annex;

**“Agreement”** means this Aircraft Lease Agreement together with its Schedules;

**“Aircraft”** means the aircraft described in Schedule 6 (*Description of Aircraft*), including all buyer furnished equipment and in-flight entertainment equipment (which term includes where the context admits a separate reference to all Engines, Parts and Aircraft Documents);

**“Aircraft Documents”** means the documents, data, aircraft manuals and technical records relating to the Aircraft at the time of Delivery and any other documents, information and records maintained or required to be maintained by Lessee with respect thereto, including all items referred to in Clause 11.1 (*Aircraft Documents*) and Schedule 7 (*Aircraft Documents at Redelivery*) and all additions, renewals, revisions and replacements from time to time made thereto in accordance with this Agreement;

**“Aircraft Object”** has the meaning given to such term in the Consolidated Text;

**“Aircraft Purchase Agreement”** means the [REDACTED] between the Airframe Manufacturer and Lessee incorporating the Aircraft General Terms Agreement dated [REDACTED] insofar as it relates to the Aircraft together with any purchase agreement, all tables, exhibits, supplemental exhibits, letter agreements and other attachments thereto, if any;

**“Airframe”** means the Aircraft, excluding the Engines and the Aircraft Documents;

**“Airframe Manufacturer”** means The Boeing Company;



**“Airframe Warranty Assignment”** means the airframe warranty assignment entered into or to be entered into between Lessor and Lessee, and the related consent and agreement between Lessor, Lessee and the Airframe Manufacturer, in respect of the Aircraft in the Agreed Form;

**“Airworthiness Directive”** or **“AD”** means any and all State of Manufacture airworthiness directives and/or State of Registration airworthiness directives and/or airworthiness directives issued by the AFAC;

**“AMM”** means, from time to time, the latest revision of the Airframe Manufacturer’s approved maintenance manual for the Aircraft;

**“Anti-Corruption Laws”** means the US Foreign Corrupt Practices Act of 1977, as amended, and any other anti-bribery or anti-corruption law or regulation in the EU, the US, Ireland or Mexico;

**“Anti-Money Laundering Laws”** means those money laundering statutes in the EU, the US, Ireland or Mexico;

**“Anti-Terrorism Laws”** has the meaning given to it in Clause 22.17 (*Know Your Customer/OFAC Compliance*);

**“Approved Maintenance Performer”** means (a) for all Major Checks, any shop visit of an Engine, the APU or any Landing Gear or the overhaul of any serialized components and all major modifications, any maintenance facility approved by (i) the Aviation Authority and (ii) either EASA or the FAA and (b) for all lower-level checks, repairs, maintenance, testing, modifications or other work, any maintenance facility approved by the Aviation Authority which, in either case, may be Lessee so long as Lessee has the requisite licenses and approvals;

**“APU”** means the auxiliary power unit installed on the Aircraft on the Delivery Date and any replacement auxiliary power unit installed in accordance with this Agreement title to which is vested in Owner in accordance with this Agreement;

**“APU Equivalency Charge”** shall mean the APU Equivalency Charge, if any, payable pursuant to Part B of the Financial Terms Annex (*Redelivery Maintenance Payments*);

**“APU Hour”** means each hour or part thereof (rounded to the nearest minute) elapsing from the moment the APU is started to the moment when the APU is shut down;

**“APU Manufacturer”** means Honeywell, Inc.;

**“APU Medium Repair Shop Visit”** means, with respect to the APU, a level of work that includes, at a minimum, [REDACTED];

**“Aviation Authority”** means the AFAC and the RAM for so long as the State of Registration is Mexico, and, if the Aircraft is registered in another State of Registration, the authorities, government departments, committees or agencies which under the laws of that State of Registration shall from time to time:

- (a) have control or supervision of civil aviation in that state; or
- (b) have jurisdiction over the registration, airworthiness or operation of, or other matters relating to, the Aircraft;

**“Back to Birth Traceability”** means in respect of any Part or part, original documentary evidence specifying the part number and the unique serial number of such Part or part, and providing a detailed full operational history record acceptable to an FAA or EASA regulatory standard but in any event having the following: (i) (x) for a part delivered new as a spare part, the manufacturer’s airworthiness document (FAA Form 8130–3 or EASA Form One (to the extent such EASA form is permitted by the FAA and the Maintenance Program)) showing the part number and serial number, and (y) for a part delivered new installed on an assembly, the manufacturer’s assembly bill of material listing showing part number, serial number, assembly serial number and where relevant the as-delivered model and thrust rating; and (ii) a removal/installation (‘on/off’) transaction history detailing an unbroken record of the Flight Hours and Cycles elapsed at each relevant thrust rating (for Engine Life Limited Parts) from new up to current;

**“Bankruptcy Cases”** means the Chapter 11 cases commenced by Lessee and its affiliates on June 30, 2020 and pending in the Bankruptcy Court under the lead case no. 20-11563 and all affiliated and associated filings and proceedings in any other court or jurisdiction relating to such cases;

**“Bankruptcy Code”** means title 11 of the United States Code, 11 U.S.C. §101 *et seq.*;

**“Bankruptcy Court”** means the United States Bankruptcy Court for the Southern District of New York;

**“Bankruptcy Court Order”** means an order entered by the Bankruptcy Court substantially in the form attached to the Installment Purchase Agreement Amendment as Exhibit 1 (*Bankruptcy Court Order*) or otherwise in form and substance acceptable to the parties hereto;

**“Base Lease Term”** means a period of 144 months beginning on and including the Delivery Date and ending on the Scheduled Expiry Date, or such earlier date on which the Term terminates in accordance with the provisions of this Agreement;

**“Bill of Sale”** means the warranty bill of sale transferring title to the Aircraft from the Manufacturer to Owner;

**“Business Day”** means any day (other than a Saturday or Sunday) on which banks are open for business in (i) Mexico City, Mexico, (ii) the jurisdictions where the Lessor is located and where payment is made by Lessee and (iii) New York City, New York for US Dollar clearance;

[REDACTED]

**“C Check”** means a block “C” check in accordance with the Maintenance Program in effect on the date when such check is carried out;

**“Cape Town Convention”** means The Convention on International Interests in Mobile Equipment, concluded in Cape Town, South Africa, on November 16, 2001 (utilizing the English-language version thereof as in effect in Mexico on the Delivery Date), and references to the Cape Town Convention will include the Protocol as appropriate, and for so long as the Aircraft is registered in Mexico, references to the Cape Town Convention refer to the Cape Town Convention as adopted and implemented in Mexico;

**“Claim”** has the meaning given to it in Clause 14.2 (*Notification and Contest*);

**“Companion Agreement”** means for so long as the Owner and Lessor of the Aircraft is an Affiliate of Lessor Parent (a) each aircraft lease agreement entered into between the Lessor or an Affiliate of Lessor Parent, as lessor and the Lessee, as lessee, with respect to the leasing of Companion Aircraft; provided that such aircraft lease agreement shall be a “Companion Agreement” for purposes hereof only so long as the lessor thereunder is an Affiliate of Lessor Parent and (b) the Installment Purchase Agreement;

**“Companion Agreement Event of Default”** means, in respect of any Companion Agreement (other than the Installment Purchase Agreement), an Event of Default as defined therein or, in the case of the Installment Purchase Agreement, an Event of Default as defined therein;

**“Companion Aircraft”** means the [REDACTED], other than the Aircraft, or, if the Airframe Manufacturer has revised any such serial number, bearing such revised manufacturer’s serial number as the Airframe Manufacturer notifies to Lessee;

**“Conditions Precedent”** means the conditions specified in Schedule 3 (*Conditions Precedent*);

**“Consolidated Text”** means the Consolidated Text of the Cape Town Convention and the Protocol attached to Resolution No. 1 of the Final Act of the Diplomatic Conference to adopt the Cape Town Convention and the Protocol held under the auspices of ICAO and UNIDROIT at Cape Town, South Africa from 29 October to 16 November 2001;

**“CPCP”** means corrosion prevention and control program;

**“Cycle”** means one take-off and landing of the Aircraft or, in respect of any Engine or Part temporarily installed on another airframe, one take-off and landing of that other airframe;

**“Damage Notification Threshold”** has the meaning provided in Part A of the Financial Terms Annex;

**“Default Interest”** means any interest paid or payable pursuant to Clause 7.2 (*Default Interest*);

**“Default Rate”** has the meaning given such term in Part A of the Financial Terms Annex;

**“Delivery”** means delivery of the Aircraft on lease by Lessor to Lessee under this Agreement;

**“Delivery Condition Specification”** means the condition detailed in Schedule 6 (*Description of Aircraft*), including the minimum requirements for the Aircraft as set forth in such Schedule, as the same is amended prior to Delivery; provided that there shall be no change to the general description (below such minimum requirements) of the Aircraft set forth on the first page of Schedule 6 without the consent of the Lessor;

**“Delivery Date”** means the date on which Delivery occurs;

**“Delivery Location”** means the facilities of the Airframe Manufacturer or such other location as may be agreed by Lessor and Lessee;

**“Deregistration Power of Attorney”** means the irrevocable power of attorney from Lessee in the form attached hereto as Schedule 12.

**“Discount Rate”** has the meaning set forth in Part A of the Financial Terms Annex;

**“Dollars”, “\$” and “US\$”** means the lawful currency of the United States of America and, in relation to all payments in dollars to be made under or pursuant to this Agreement, in immediately available funds;

**“EASA”** means the European Aviation Safety Agency and any successor thereof;

**“Engine”** means, whether or not for the time being installed on the Aircraft:

- (a) the engines specified in the Acceptance Certificate; or
- (b) any engine which has replaced that engine, title to which has, or should have, passed to Owner in accordance with this Agreement, including, without limitation, any Replacement Engine,

and in each case includes all modules and Parts from time to time belonging to or installed in that engine but excludes any properly replaced engine title to which has, or should have, passed to Lessee pursuant to this Agreement;

**“Engine Core Modules”** means, at any time, any of the major modules of an Engine that are defined as core modules in the LMG as in effect at that time;

**“Engine Equivalency Charge”** shall mean the Engine Equivalency Charge payable pursuant to Part B of the Financial Terms Annex (*Redelivery Maintenance Payments*);

**“Engine LLP Equivalency Charge”** shall mean the Engine LLP Equivalency Charge, if any, payable pursuant to Part B of the Financial Terms Annex (*Redelivery Maintenance Payments*);

**“Engine Manufacturer”** means [REDACTED];

**“Engine Performance Restoration”** means in respect of an Engine, [REDACTED];

**“Engine Thrust Rating”** means the “Engine Thrust Rating” of the Engines as set out in Schedule 6 (*Description of Aircraft*);

**“Engine Warranties Assignment”** means the engine warranty and/or product support assignment entered into or to be entered into between Lessor and Lessee, and the related consent and agreement between Lessor, Lessee and the Engine Manufacturer, in respect of the Engines in the Agreed Form;

**“Equipment Change”** means any modification in or alteration and addition to the Aircraft;

**“Event of Default”** means any event or circumstance specified in Clause 19.1 (*Events of Default*);

**“Executive Order”** has the meaning given to it in Clause 22.17 (*Know Your Customer/OFAC Compliance*);

**“Expiry Date”** means the date determined in accordance with Clause 4.1 (*Expiry Date*);

**“FAA”** means the Federal Aviation Administration of the United States of America and any successor thereof;

“**FAR**” means the Federal Aviation Regulations set forth in Title 14 of the United States Code of Federal Regulations;

“**Filing Bill of Sale**” means the Bill of Sale, notarized and apostilled, together with its translation into Spanish for registration purposes before the RAM;

“**Final Order**” means an order or judgment, the operation or effect of which has not been reversed, stayed, modified, or amended, and as to which order or judgment (or any reversal, stay, modification, or amendment thereof) (a) the time to appeal, seek certiorari, or request reargument or further review or rehearing has expired and no appeal, petition for certiorari, or request for reargument or further review or rehearing has been timely filed, or (b) any appeal that has been or may be taken or any petition for certiorari or request for reargument or further review or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, from which certiorari was sought, or to which the request was made, and no further appeal or petition for certiorari or request for reargument or further review or rehearing has been or can be granted; provided, however, with respect to either of the foregoing, no order or judgment shall fail to be a final order solely because of the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed with respect to such order or judgment;

“**Financial Terms Annex**” means Schedule 4, which contains financial terms that shall be redacted in the counterpart of this Agreement that is filed for recordation with any Aviation Authority or any other Government Entity;

“**Financing Documents**” means each present and/or future document which is from time to time related to any financing of the Aircraft by Lessor or Owner (including for such purpose any mortgage or leasing arrangements whether or not constituting a financing and any documents ancillary thereto);

“**Financing Parties**” means any Person or Persons from time to time notified by Lessor to Lessee as providing financing to Lessor or Owner in respect of Lessor’s acquisition, ownership or leasing of the Aircraft, whether by way of loan, head lease or otherwise and shall include the Financing Parties Representative;

“**Financing Parties Representative**” means the Person or Persons that from time to time represent the Financing Parties as agent, trustee, secured party, security trustee, or in another similar capacity, the identity of which Lessor from time to time notifies Lessee as being a Financing Parties Representative;

“**Flight Hour**” means each hour or part thereof (rounded to the nearest minute) elapsing from the moment at which the wheels of the Aircraft leave the ground on the take-off of the Aircraft until the wheels of the Aircraft touch the ground on the landing of the Aircraft following such take-off, or in the case of any Engine or Part installed on another aircraft means each hour or part thereof (rounded to the nearest minute) elapsing from the moment at which the wheels of that aircraft leave the ground on take-off of that aircraft until the wheels of that aircraft touch the ground on the landing of that aircraft following such take-off;

“**FM Rent**” has the meaning given to it in Clause 4.2.2 (*Renewal Rent and Documentation*);

“**Geneva Convention**” means the Convention on the International Recognition of Rights in Aircraft signed at Geneva, Switzerland on 19 June 1948, and amended from time to time;

**“Government Entity”** means:

- (a) any national government, political subdivision thereof, or local jurisdiction therein;
- (b) any instrumentality, board, commission, court, or agency of any thereof, however constituted;
- (c) any association, organization, or institution of which any of the above is a member or to whose jurisdiction any of the above is subject or in whose activities any of the above is a participant; and
- (d) to the extent that an airport, ground handling or air navigation service is not run or provided by an entity which falls within sub-paragraph (a) – (c) above, such relevant entity, body, corporate, organization or institution;

**“Gross Negligence”** means, in relation to an Indemnitee or Tax Indemnitee, gross negligence as determined under New York Law;

**“IDERA”** means an irrevocable deregistration and export request authorization pursuant to and for the purposes of the Cape Town Convention;

**“Indemnitees”** means each of the Lessor Parties, the Financing Parties and each of their respective shareholders, members, managers, partners, Affiliates, contractors, trustees, beneficiaries, directors, officers, servants, agents, representatives, employees, successors, assigns and transferees;

**“Installment Purchase Agreement”** means that certain Installment Purchase Agreement dated as of October 27, 2017 among Seller, Lessee and Purchaser, with respect to the Aircraft and the Companion Aircraft, as amended by the Installment Purchase Agreement Amendment;

**“Installment Purchase Agreement Amendment”** means the Installment Purchase Agreement Amendment dated as of [ ], 2021 among Seller, Lessee, Purchaser and Lessor Guarantor;

**“Insurances”** means insurances and any reinsurances in respect of the Aircraft described in and complying with the requirements of Clause 15 (*Insurance*) and Schedule 5 (*Insurance Requirements*);

**“International Interest”** has the meaning given to such term in the Consolidated Text;

**“International Registry”** has the meaning given to such term in the Consolidated Text;

**“Landing Gear”** means the complete strut assembly, consisting of the inner and outer cylinders of each main landing gear and nose landing gear and all associated parts that comprise each landing gear assembly, as listed in the Aircraft Documents including side struts, braces, and uplock and downlock mechanisms but excluding, without limitation, rotatable parts such as wheels, tires, brakes, transducers and switch assemblies, title to which is vested in the Owner;

**“Landing Gear Equivalency Charge”** shall mean the Landing Gear Equivalency Charge, if any, payable pursuant to Part B of the Financial Terms Annex (*Redelivery Maintenance Payments*);

**“Landing Gear Overhaul”** means an overhaul of a Landing Gear assembly in accordance with the Landing Gear Manufacturer’s repair manual that restores such Landing Gear to a [REDACTED] condition in accordance with the Landing Gear Manufacturer’s repair manual and is performed in accordance with the Landing Gear Manufacturer’s overhaul specifications and operating criteria (excluding any rotatable components such as wheels, tires, brakes and consumable items);

**“Law”** includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, request or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of Persons to whom the directive, regulation, request or requirement is addressed);

**“LC Renewal Date”** has the meaning given to it in Clause 6.5(c) (*Letter of Credit*);

**“Lessee Conditions Precedent”** means the Conditions Precedent to be satisfied by Lessee, listed at Clause 1 of Schedule 3 (*Conditions Precedent*);

**“Lessor Conditions Precedent”** means the Conditions Precedent to be satisfied by Lessor, listed at Clause 3 of Schedule 3 (*Conditions Precedent*);

**“Lessor Guarantor”** means Clover Aircraft Leasing Company Limited;

**“Lessor Guarantee”** means the Guarantee dated on or about the date hereof made by Lessor Guarantor in favor of Lessee guaranteeing the obligations of Lessor under this Agreement and the other Operative Documents to which Lessor is a party in form and substance acceptable to Lessee;

**“Lessor Lien”** means:

- (a) any Security Interest in respect of the Aircraft from time to time created by, through or under any Lessor Party or any Affiliate of any Lessor Party in connection with the financing of the Aircraft;
- (b) any other Security Interest in respect of the Aircraft which results from (x) acts of or claims against any Lessor Party, any Affiliate of any Lessor Party or any Financing Party, any Financing Party not related to the transactions contemplated by or permitted under this Agreement or the other Operative Documents, or (y) any indebtedness, liability or other obligation arising by, through or under any Lessor Party, or any Affiliate of any Lessor Party or Financing Party that is not the subject of any Lessee’s indemnity, payment or reimbursement obligation under this Agreement; and
- (c) any Security Interest in respect of the Aircraft for Lessor Taxes;

**“Lessor Parent”** means Clover Aircraft Leasing Company Limited;

**“Lessor Party”** means each of Lessor, Owner, Lessor Guarantor and Lessor Parent;

**“Lessor Taxes”** means Taxes specified in Clause 20.3(b) (*Tax Indemnity*);

**“Letter of Credit”** means a letter of credit provided pursuant to and in accordance with Clause 6.4 (*Provision of Letter of Credit*);

**“LIBOR”** means, in relation to any period and amount in respect of which an interest rate falls to be determined pursuant to this Agreement:

- (a) the ICE Benchmark Administration Limited interbank offered rate (or the interbank offered rate of any other Person that takes over the administration of such rate) for United States dollar deposits, as appearing on page BBAM01 of Bloomberg (or successor or replacement page) or equivalent page published by an alternative information provider for the specified period at or around 11:00 a.m. on the Quotation Date therefor; or
- (b) if no such rate is available, the rate determined by Lessor to be the arithmetic mean (rounded upwards, if not already such a multiple, to the nearest whole multiple of one sixteenth of one per cent.) of the rates (as notified to Lessor) at which each of the Reference Banks (on the basis that at least two Reference Banks so notify Lessor) was offering to prime banks in the London Interbank Market, on the Quotation Date, deposits in Dollars for the specified period;

for the purposes of this definition, **“specified period”** means the period having a duration equal to or as close as practicable to the relevant period in respect of which LIBOR falls to be determined;

**“Life Limited Part”** or **“LLP”** means any Part that has a pre-determined life limit as mandated by the Manufacturer, the Aviation Authority, the FAA or EASA which requires any such Part to be discarded upon reaching such life limit;

**“LMG”** means the Engine Manufacturer’s [REDACTED] Maintenance Guide, or any equivalent maintenance planning guide published by the Engine Manufacturer;

**“Loss”** means any loss, liability, action, claim, proceeding, judgment, penalty, fine, damages, fee, cost or expense (including legal fees and expenses, including legal fees and expenses incurred to enforce any applicable indemnity);

**“Maintenance Program”** has the meaning given to it in Clause 11.4(a) (*Maintenance Program*);

**“Major Checks”** means a C Check, a Structural Check, a shop visit of an Engine or the APU involving its removal from an airframe and a Landing Gear Overhaul;

**“Mandatory Orders”** means all and any Aviation Authority and FAA mandatory orders and Regulations applicable to the Aircraft, any Engine or any Part;

**“Manufacturer”** means, in relation to the Airframe, The Boeing Company or, in relation to the Engines, [REDACTED], or in relation to any Part, the manufacturer of that Part;

**“Manufacturer’s Maintenance Manual”** means the individual manuals or maintenance data sets published by the Aircraft, Engine and Parts Manufacturer (as the case may be);

**“Manufacturer’s Maintenance Planning Document”** or **“MPD”** means the planning document relating to recommended maintenance of the Aircraft issued by Manufacturer, including the airworthiness limitation section, as the same may from time to time be amended, modified or supplemented;



**“Material Event of Default”** means an Event of Default arising under [REDACTED] of this Agreement or a Companion Agreement Event of Default arising under [REDACTED] of any Companion Agreement which is an aircraft lease agreement or under [REDACTED] of the Installment Purchase Agreement;

**“Maximum Deductible Amount”** has the meaning provided in Part A of the Financial Terms Annex;

**“Mexico”** means the United Mexican States;

**“Minimum Liability Coverage”** has the meaning provided in Part A of the Financial Terms Annex;

**“Minor Discrepancy”** means any discrepancy or discrepancies from the Redelivery Conditions, as applicable, that:

(a) does not or do not affect the type certification, operational utility or airworthiness of the Aircraft or are not in respect of the Hard Time Landing Gear Minimum specified in Clause E of Schedule 8, the Engine LLP Hard Life Cycle Minimum specified in Clause F of Schedule 8, the Engine Hard Time Performance Restoration Minimum specified in Clause G of Schedule 8 and the APU Hard Life Cycle Minimum specified in Clause H of Schedule 8;

(b) individually does not cost in excess of [REDACTED], and in the aggregate do not cost in excess of [REDACTED] to rectify (depending on the nature of the discrepancy, calculated with reference to the catalogue price applicable as at the Redelivery Date or the mutually agreed cost of rectification or repair); and

(c) is not reasonably expected to cause the Aircraft to be out of revenue service for any length of time;

**“OEM”** means in relation to any Part or part the original equipment manufacturer or the original type certification bidder of such Part or part;

**“OFAC”** has the meaning given to it in Clause 22.17 (*Know Your Customer/OFAC Compliance*);

**“Operative Documents”** means (a) this Agreement, the Acceptance Certificate, the Installment Purchase Agreement, the Purchase Agreement Assignment, the Airframe Warranty Assignment, the Engine Warranties Assignment, any IDERA issued pursuant to the terms hereof, each Deregistration Power of Attorney, any Permitted Sublease, the Lessor Guarantee, any Owner Quiet Enjoyment Letter, together with (b) any schedules, documents, notices or certificates from time to time executed or issued by Lessee pursuant hereto or thereto and (c) any side letters, supplements, amendments or modifications to any of the foregoing from time to time executed or agreed to by Lessee which (other than in the case of amendments to Operative Documents, which shall automatically be Operative Documents), are agreed in writing by Lessor and Lessee to be Operative Documents for the purposes of this Agreement;

**“Owner”** means Lessor or such other Person to whom title to the Aircraft is transferred pursuant to Clause 21.2 (*Lessor Transfer*);

**“Owner Quiet Enjoyment Letter”** means the quiet enjoyment letter from Owner addressed to Lessee in the form of Schedule 15;

**“Paid Amount”** has the meaning given to it in Clause 6.5(h) (*Letter of Credit*);

**“Part”** means, whether or not for the time being installed on the Aircraft:

- (a) any component, furnishing or equipment (other than a complete Engine) furnished with the Aircraft on the Delivery Date; and
- (b) any other component, furnishing or equipment (other than a complete Engine) title to which has, or should have, passed to Owner pursuant to this Agreement;

but excludes any such items title to which has, or should have, passed to Lessee pursuant to this Agreement;

**“Patriot Act”** has the meaning given to it in Clause 22.17 (*Know Your Customer/OFAC Compliance*);

**“Permitted Lien”** means:

- (a) any lien for Taxes not assessed or, if assessed, not yet due and payable, or being contested in good faith by appropriate proceedings; or
- (b) any lien of a repairer, mechanic, carrier, hangarkeeper, airport, air navigation authority or other similar lien arising in the ordinary course of business by operation of law in respect of obligations which are not overdue or are being contested in good faith by appropriate proceedings; or
- (c) any Lessor Lien; or
- (d) any lien arising out of any judgment or award against Lessee provided such judgment or award is discharged, vacated or the execution thereof stayed pending appeal within thirty (30) days of the date of entry thereof and so long as during any such period such judgment or award does not involve any material risk of the sale, forfeiture or other loss of the Aircraft or any risk of criminal or material civil liability against Lessor or any other Indemnitees;
- (e) any Security Interest arising from the Operative Documents; and
- (f) any rights of a Permitted Sublessee under a sublease or a Person participating in a pooling arrangement contemplated by Clause 10.4;

but only if (in the case of (a), (b) and (d)) (i) adequate reserves have been taken by Lessee for the payment of such Taxes or obligations or judgment (information as to such reserves shall be provided to Lessor upon request); and (ii) such proceedings, or the continued existence of such lien, do not give rise to any material risk of the sale, forfeiture or other loss of the Aircraft or any interest therein or any risk of criminal liability or material civil liability against Lessor or any other Indemnatee;

**“Permitted Sublessee”** has the meaning set forth in Clause 10.3 (*Subleasing*);

**“Person”** means any individual, firm, partnership, joint venture, trust, corporation, Government Entity, corporate or business association, committee, department, authority or any other entity,

incorporated or unincorporated, whether having distinct legal personality or not, or any member of the same and Persons shall be construed accordingly;

**“Post-Delivery Authorizations and Filings”** means the authorizations, registrations, documents, filings and other items to be delivered or provided by Lessee after the Delivery Date pursuant to Clause 5 of Schedule 3 (*Conditions Precedent*);

**“Pre-Approved Sublessee”** means any airline or air operator from time to time listed on Schedule 13 which may be amended from time to time pursuant to Clause 10.3(e) and any Affiliate of any such airline or air operator which is itself an airline or air operator, provided that the obligations of such Affiliate are guaranteed by the airline or an operator listed on Schedule 13;

**“Pre-Delivery Authorizations and Filings”** means each of the following:

- (a) evidence that Lessee has received from the Aviation Authority a provisional registration mark (*oficio de matrícula provisional*) for the Aircraft;
- (b) evidence that a Uniform Commercial Code filing has been made with respect to this Agreement and the Security Deposit referenced herein and such other authorizations, filings, registrations and other like action to be made with or obtained from any Government Entity as Lessor may reasonably request;
- (c) an import license or certificate with respect to the Aircraft, duly authorized and issued to Lessee by the appropriate Government Entity together with any other documents the Lessee may need to import the Aircraft into Mexico; and
- (d) export documentation issued by the FAA with respect to the Aircraft, as may be required by applicable Law;

**“Prohibited Country”** means any state, country or jurisdiction which, at any relevant time, is subject to an embargo, sanction, resolution, order, export restriction or prohibition order (or any similar order or directive) of:

- (a) the United Nations Security Council;
- (b) any Government Entity of the European Union, the United States of America (including, but not limited to, OFAC), Ireland or the State of Registration,

and, in each case, the effect of which unless any applicable consents, exemptions or licences have been obtained or are applicable in relation to the Aircraft or its operation prohibits Lessee, Lessor and/or any Permitted Sublessee from leasing, financing, exporting, using or operating the Aircraft to, from or in that state, country or jurisdiction;

**“Prohibited Person”** means a target or subject of any Sanctions, including, without limitation, any person or entity with whom transactions are prohibited or restricted under (x) the US sanctions administered by OFAC or any other U.S. government authority or department authority or department, (y) any other US government sanction, export or procurement laws or (z) any sanctions or restrictive measures imposed by Ireland, Mexico or the European Union including a person designated on any list of restricted entities, persons or organizations published by Ireland, Mexico, the US, the United Nations or the European Union or any member state thereof, including but not limited to:

- (a) the OFAC Specially Designated Nationals and Blocked Persons List, the BIS Denied Persons List, Entity List or Unverified List or the DDTC Debarred Parties List;
- (b) the HM Treasury Consolidated List of Financial Sanctions Targets in the UK;
- (c) the European Union Consolidated list of persons, groups and entities subject to EU financial sanctions; and
- (d) the Compendium of United Nations Security Council Sanctions Lists,

or any entity that is owned fifty percent (50%) or more, directly or indirectly, by such a person;

**“Protocol”** means the Protocol to the Convention on Matters Specific to Aircraft Equipment, signed in Cape Town, South Africa on 16 November 2001;

**“Purchase Agreement Assignment”** means the purchase agreement assignment dated on or about the Scheduled Delivery Date among Seller as assignor, Owner as assignee and (if different than Owner) Lessor, together with the consent and agreement executed by such parties and the Airframe Manufacturer;

**“Purchase Date”** has the meaning given it in Clause 18.7(a);

**“Purchase Option Notice”** has the meaning given it in Clause 18.7(a);

**“Purchase Option Purchase Price”** has the meaning given it in Clause 18.7(c);

**“Purchaser”** means PAAL Cetus Company Limited, a private company limited by shares organized under the laws of Ireland;

**“Quotation Date”** means, in relation to any applicable period in respect of which LIBOR is to be determined, the day falling two (2) Business Days before the beginning of such period;

**“RAM”** means the Mexican Aeronautical Registry (*Registro Aeronáutico Mexicano*) or any other Mexican Government Entity succeeding to its functions;

**“Redelivery Acceptance Certificate”** means a redelivery acceptance certificate to be executed and delivered by the parties at redelivery of the Aircraft to Lessor substantially in the form appearing at Schedule 14;

**“Redelivery Check”** means Lessee’s next due C Check inclusive of all out of phase inspections, structural, CPCP, overhaul tasks and lower level multiple maintenance checks (‘A’ checks and lesser checks) and inspections, without sampling, in accordance with the Maintenance Program and all systems/zonal and structures/corrosion checks and inspections or equivalent maintenance or inspections that fall due within Lessee’s next due C Check period in force at that time, all performed by an Approved Maintenance Performer, but in any event not less than [REDACTED];

**“Redelivery Conditions”** means the condition set forth in Schedule 8 (*Redelivery Conditions*);

**“Redelivery Date”** means the date on which the Aircraft is redelivered by Lessee to Lessor in accordance with the terms of this Agreement;

**“Redelivery Location”** means a maintenance or storage facility in Mexico selected by Lessee or such other location as may be agreed by Lessor and Lessee;

**“Redelivery Maintenance Payments”** means any Structural Check Equivalency Charge, Engine Equivalency Charge, Engine LLP Equivalency Charge, APU Equivalency Charge and Landing Gear Equivalency Charge payable by Lessor to Lessee at redelivery pursuant to Clause 18.1(c) and Part B of the Financial Terms Annex;

**“Reference Banks”** means the principal London offices of Citibank, N.A., Hong Kong and Shanghai Banking Corporation Limited, and Deutsche Bank AG or such other banks as may be designated by Lessor Guarantor with the consent of Lessee;

**“Regulation”** means any Law or regulation (including any internal corporate regulation), official directive or recommendation, requirement or contractual undertaking which applies to Lessee or the Aircraft;

**“Removed Engine”** means any Engine not installed on the Airframe so long as title thereto remains vested in Owner in accordance with the terms of this Agreement;

**“Removed Part”** means any Part not installed on the Aircraft so long as title thereto remains vested in Owner in accordance with the terms of this Agreement;

**“Renewal Lease Term”** means, if applicable, any renewal of the Term pursuant to Clause 4.2 (*Renewal Option*) for a period of [REDACTED] duration beginning on (i) the Scheduled Expiry Date and ending on the Scheduled Renewal Term Expiry Date of the original Renewal Lease Term or (ii) the Scheduled Renewal Term Expiry Date of the original Renewal Lease Term and ending on the new Scheduled Renewal Term Expiry Date of the new Renewal Lease Term, as the case may be, or such earlier date on which the Term terminates in accordance with the provisions of this Agreement;

**“Renewal Notice”** means a notice substantially in the form of Schedule 10 executed by Lessee;

**“Rent”** means all amounts payable pursuant to Clause 5 (*Rent*);

**“Rent Date”** means the sixteenth day of each calendar month during the Term; provided, however, that the first Rent Date shall be the Delivery Date;

**“Rent Period”** means the periods described in Clause 5.1 (*Rent Periods*);

**“Replacement Engine”** means in respect of any Engine, [REDACTED];

**“Replacement Part”** means in respect of any Part to be replaced under this Agreement, [REDACTED];

**“Sanctions”** means any economic or trade sanctions, laws, regulations, embargoes, freezing provisions, prohibitions or restrictive measures relating to trading, doing business, investment, exporting, financing or making assets available (or other activities similar to or connected with any of the foregoing), administered, enacted, enforced or imposed by law or regulation by the United Nations Security Council or any Governmental Entity of the European Union, the United States of America (including but not limited to OFAC), Ireland, Mexico and the State of Registration;

“**Sales Taxes**” means sales, use, rental, value added, goods and services and similar Taxes;

“**Scheduled Delivery Date**” means the date that the Manufacturer notifies Lessee as the date that the Manufacturer has scheduled for delivery of the Aircraft under the Aircraft Purchase Agreement;

“**Scheduled Expiry Date**” means the last day of the Base Lease Term without regard to any early termination or extension thereof pursuant to Clause 4.1 (*Expiry Date*) or Clause 19.2 (*Lessor Rights*) as confirmed in the Acceptance Certificate;

“**Scheduled Renewal Term Expiry Date**” means in respect of any Renewal Lease Term, the scheduled last day thereof without regard to any early termination or extension thereof pursuant to Clause 4.1 (*Expiry Date*) or Clause 19.2 (*Lessor Rights*) as confirmed in the Renewal Notice for that Renewal Lease Term;

“**Security Deposit**” means the amount provided in Part A of the Financial Terms Annex;

“**Security Interest**” means any mortgage, charge, pledge, lien, encumbrance, international interest, assignment, lease, sublease, hypothecation, right of set-off or any other agreement or arrangement having the effect of conferring security or creating an encumbrance;

“**Seller**” means Mexican Dragon Aircraft Holdings Limited, a private company limited by shares organized under the laws of Ireland;

“**State of Incorporation**” means Mexico;

“**State of Manufacture**” means the United States of America;

“**State of Registration**” means Mexico or any other country in which the Aircraft is from time to time registered in accordance with Clause 9.5 (*Registration and Protection*);

“**Structural Check**” means a heavy structural, zonal and systems inspection of the Aircraft (and resulting repairs, if any) which includes a C Check and accomplishes all structural tasks recommended in the MPD for performance at nine (9) or fifteen (15) years or as recommended by the then-current MPD and such additional major structural, zonal and systems tasks performed concurrently therewith as may then be due to clear the Aircraft for a maintenance interval equal to the C Check intervals recommended by the MPD;

“**Structural Check Equivalency Charge**” shall mean the Structural Check Equivalency Charge, if any, payable pursuant to Part B of the Financial Terms Annex (*Redelivery Maintenance Payments*);

“**Subsidiary**” means, in reference to any Person:

- (a) in relation to any reference to accounts, any company whose accounts are consolidated with the accounts of such Person in accordance with accounting principles generally accepted under accounting standards of such Person’s jurisdiction of organization; and
- (b) for any other purpose, an entity from time to time over which such Person has direct or indirect control and owns directly or indirectly more than 50 per cent of the voting share capital of such entity or of which it has the ability directly or indirectly to appoint or

remove more than 50 per cent of the directors with voting rights or officers of such entity or of which it has the ability to give effective directions with respect to and control the management and operational and financial policies and decisions of such entity which the directors or other equivalent officers of such entity are obliged to comply;

**“Tax Indemnitee”** means Lessor, Owner and each of their respective successors, permitted assigns and permitted transferees;

**“Taxes”** means all present and future taxes, levies, imposts, duties or charges of any nature whatsoever, and wheresoever imposed, including (without limitation) value added tax or any similar tax and any franchise, transfer, sales, use, business, occupation, excise, personal property, real property, stamp, gross income, personal property, fuel, leasing, occupational, turnover, excess profits, excise, gross receipts, franchise, registration, license, corporation, capital gains, export/import, income, levies, imposts, withholdings or other taxes or duties of any nature whatsoever (or any other amount corresponding to any of the foregoing) now or hereafter imposed, levied, collected, withheld or assessed by any national or regional taxing or fiscal authority or agency, together with any penalties, additions to tax, fines or interest thereon, and Tax and Taxation shall be construed accordingly;

**“Term”** means the period commencing on the Delivery Date and ending on the Expiry Date and shall include the Base Lease Term and, if applicable, any Renewal Lease Term;

**“Total Loss”** means with respect to the Aircraft (including for the purposes of this definition the Airframe) or an Engine:

- (a) the actual, constructive, compromised, arranged or agreed total loss of the Airframe or any Engine (including any damage to the Airframe or any Engine or requisition for use or hire which results in an insurance settlement on the basis of a total loss); or
- (b) the Airframe or any Engine being destroyed, damaged beyond economic repair or permanently rendered unfit for normal use for any reason whatsoever; or
- (c) the requisition of title, confiscation, forfeiture or other compulsory acquisition of title for any reason of the Airframe or any Engine by the government of the State of Registration or any other authority (whether de jure or de facto); or
- (d) the hi-jacking, theft, disappearance, seizure (other than any seizure resulting from a breach by Lessor of its covenant of quiet enjoyment set forth in Clause 8.1 or Owner of its covenant set forth in the Owner Quiet Enjoyment Letter) or requisition for use or hire of the Airframe or any Engine which deprives any Person permitted by this Agreement to have possession and/or use of the Aircraft of its possession and/or use for more than sixty (60) consecutive days (or, in the case of requisition for use or hire by the government of the State of Registration, one hundred twenty (120) days) beyond the Scheduled Expiry Date or any then applicable Scheduled Renewal Term Expiry Date;

**“Total Loss Date”** means with respect to the Aircraft (including for the purposes of this definition, the Airframe) or an Engine:

- (a) in the case of an actual total loss or destruction, damage beyond economic repair of the Aircraft or any Engine, or the Aircraft or an Engine being rendered permanently unfit, the

date on which such loss, destruction, damage or rendition occurs (or, if the date of loss or destruction is not known, the date on which the Aircraft or Engine was last heard of);

- (b) in the case of a constructive, compromised, arranged or agreed total loss of the Aircraft or any Engine, whichever shall be the earlier of (i) the date being [REDACTED] after the date on which notice claiming such total loss is issued to the insurers or brokers, and (ii) the date on which such loss is agreed or compromised by the insurers;
- (c) in the case of requisition for title, confiscation, forfeiture or other compulsory acquisition or similar event of the Aircraft or any Engine by the government of the State of Registration or any other authority, the date on which the same takes effect; or
- (d) in the case of hi-jacking, theft, disappearance, seizure or requisition for use or hire of the Aircraft or any Engine, the earlier of (i) the last day of the period referred to in clause (d) of the definition of Total Loss and (ii) the date on which the insurers make payment on the basis of a Total Loss;

**“Total Loss Payment Date”** means with respect to a Total Loss the earlier of:

- (a) [REDACTED] after the Total Loss Date in respect of that Total Loss; and
- (b) [REDACTED] after the date of receipt of insurance proceeds in respect of that Total Loss;

**“UCC”** means the Uniform Commercial Code as enacted in the State of New York or, if the laws of another state of the United States so provide, as enacted in such state; and

**“VAT”** has the meaning given to it in Clause 20.5 (*Value Added Tax*).

## 2. **Construction and Usage**

- (a) References in this Agreement to:
  - (i) any statutory or other legislative provision shall be construed as including any statutory or legislative modification or re-enactment thereof, or any provision enacted in substitution therefor;
  - (ii) “Owner”, “Lessor”, “Lessor Guarantor”, “Lessor Parent” or “Lessee” includes any assignee or successor in title to Owner, Lessor, Lessor Guarantor, Lessor Parent or Lessee respectively (subject to the provisions of Clause 21 (*Assignment and Transfer*));
  - (iii) any deed, agreement or instrument shall include any such deed, agreement or instrument as may from time to time be amended, supplemented or substituted;
  - (iv) an “agreement” also includes a concession, contract, deed, franchise, license, treaty or undertaking (in each case, whether oral or written);
  - (v) the “assets” of any Person shall be construed as a reference to the whole or any part of its business, undertaking, property, assets and revenues (including any right to receive revenues);



- (vi) “month” is a reference to a period which starts on one day in a calendar month and ends on the day immediately preceding the numerically corresponding day in the next calendar month, except that if there is no numerically corresponding day in that next month it shall end on the last day of that next month (and references to “months” shall be construed accordingly); and
  - (vii) “includes,” “including,” “include” or similar terms shall not be construed as limiting and shall mean “including, without limitation”.
- (b) Headings are for ease of reference only.
  - (c) Where the context so admits, words importing the singular number only shall include the plural and vice versa, and words importing neuter gender shall include the masculine or feminine gender.
  - (d) Following the occurrence of an Event of Default, the same shall be continuing if it has not been waived in writing by Lessor or remedied by Lessee.

## SCHEDULE 2 REPRESENTATIONS AND WARRANTIES

### 1. Lessee's Representations and Warranties

Lessee represents and warrants to Lessor, Owner and Lessor Guarantor on the date of execution of this Agreement and at Delivery on the Delivery Date, in each case by reference to the facts and circumstances existing on such date that:

- (a) **Status:** Lessee is a company duly incorporated and validly existing under the laws of the State of Incorporation;
- (b) **Power and Authority:** (i) Lessee has the company power and authority to lease or own its assets and to carry on its business as presently being conducted and to enter into and perform its obligations under this Agreement and each other Operative Document to which Lessee is a party, (ii) Lessee has taken all necessary company action to authorize the entry into, performance and delivery of, this Agreement and each other Operative Document to which Lessee is a party, and (iii) this Agreement and each other Operative Document to which Lessee is a party has been (or on or before the Delivery Date will be) duly executed and delivered by Lessee;
- (c) **Legal validity:** this Agreement and each other Operative Document to which Lessee is a party constitutes (or when executed and delivered will constitute) legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with its terms, except insofar as enforceability may be limited by (i) applicable bankruptcy and/or similar laws affecting creditors' rights generally, or (ii) general principles of equity;
- (d) **Non-conflict:** the entry into and performance by Lessee of, and the transactions contemplated by, this Agreement and each other Operative Document to which Lessee is a party does not and will not: (i) conflict with any Laws or Regulations applicable to Lessee; or (ii) conflict with the organizational documents of Lessee; or (iii) conflict with or result in default under any document which is binding upon Lessee or any of its assets nor result in the creation of any Security Interest over any of its assets (other than as contemplated hereby and thereby);
- (e) **Licenses and permits:** Lessee holds all material licenses, certificates, permits and approvals necessary for the conduct of its business and the performance of its obligations under this Agreement and each other Operative Document to which Lessee is a party;
- (f) **Approvals and Consents:** all Pre-Delivery Authorizations and Filings and all other authorizations, approvals, consents and notifications required by Lessee in connection with the entry into, performance, validity and enforceability of, this Agreement and each other Operative Document to which Lessee is a party and the transactions contemplated by this Agreement and each other Operative Document to which Lessee is a party, have been (or will on or before the Delivery Date have been) obtained or effected (as appropriate) and are (or will on their being obtained or effected be) in full force and effect;
- (g) **Registrations and Filings:** except for the Post-Delivery Authorizations and Filings, no filing or recording of any instrument or document is necessary under the laws of the State of Incorporation or the State of Registration in order to ensure the validity, effectiveness

and enforceability of this Agreement or to establish, perfect or protect the rights and interests of Lessor in the Aircraft and this Agreement against Lessee and all other Persons;

(h) **Sanctions:**

- (i) neither Lessee nor, to Lessee's knowledge, any directors, employees or officers of Lessee or any Affiliates of Lessee:
  - (A) is a Prohibited Person;
  - (B) is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person;
  - (C) owns or controls a Prohibited Person; or
  - (D) has violated or is in violation of any Sanctions or is or has engaged in any conduct that would provide a basis for it to be designated as a subject of Sanctions;
- (ii) neither Lessee nor, to its knowledge, any Lessee's Affiliate has contracted and/or is otherwise obliged to operate the Aircraft to or from or in an Prohibited Country unless applicable consents, exemptions or licenses have been obtained or apply in respect of such contracts, obligations or operations without the need for further action;
- (iii) the making or receipt of any payments by or on behalf of Lessee pursuant to the Operative Documents or by or on behalf of a Permitted Sublessee pursuant to a Permitted Sublease then in effect does not contravene any Sanctions;
- (iv) neither Lessee nor, to its knowledge, any director, officer, employee or any Lessee's Affiliates, has failed to comply with any Anti-Corruption Laws;
- (v) Lessee has instituted and maintains policies and procedures designed to prevent bribery and corruption by Lessee;
- (vi) Lessee is conducting its operations at all times in material compliance with Anti-Money Laundering Laws and no action, suit or proceeding by or before any court or governmental or regulatory agency, authority or body or any arbitrator involving Lessee with respect to the Anti-Money Laundering Laws is pending or, to its knowledge, threatened;
- (i) **Financial Statements:** the financial statements delivered to Lessor pursuant to Clause 1.2(i) of Schedule 3 (*Conditions Precedent*) fairly present the financial condition of Lessee as at such date and the results of its operations for the period ended on such date, all in accordance with generally accepted accounting principles in the State of Incorporation applied on a consistent basis;
- (j) **No Litigation:** other than in connection with the Bankruptcy Cases, no litigation, arbitration or administrative proceedings are pending or, to Lessee's knowledge, threatened before any court or administrative agency against Lessee which, could

reasonably be expected to have a material adverse effect upon Lessee's ability to perform its obligations under this Agreement or any other Operative Document;

- (k) **No Default or Event of Default:** no Event of Default nor any condition, event or act that, with the giving of notice or the lapse of time or both, would constitute an Event of Default has occurred and is continuing or will result from the entry into or performance of this Agreement by Lessee;
- (l) **Pari Passu:** the obligations of Lessee under this Agreement or any other Operative Document are direct, general and unconditional obligations and rank at least *pari passu* with all other present and future unsecured and unsubordinated obligations (including contingent obligations) of Lessee, with the exception of such obligations as are mandatorily preferred by Law and not by virtue of any contract;
- (m) **No Immunity:** Lessee is subject to civil commercial law with respect to its obligations under this Agreement and each other Operative Document, neither Lessee nor any of its assets are entitled to any right of immunity and the entry into and performance of this Agreement or any other Operative Document by Lessee constitute private and commercial acts; and
- (n) **No Total Loss:** no Total Loss has occurred in respect of the Aircraft.

## 2. Lessor's Representation and Warranties

Lessor represents and warrants to Lessee on the date of execution of this Agreement (except for subclause (g)) and at Delivery on the Delivery Date in each case by reference to the facts and circumstances existing on such date that:

- (a) **Status:** Lessor is duly organized and validly existing under the laws of Ireland and is a tax resident of Ireland for purposes of Irish law;
- (b) **Power and Authority:** (i) Lessor has the power and authority to carry on its business as presently being conducted and to enter into and perform its obligations under this Agreement, and each of other Operative Document to which it is a party, (ii) Lessor has taken all necessary corporate action to authorize the entry into, the delivery of, and the performance by it of this Agreement and each other Operative Document to which it is a party, and (iii) this Agreement and each other Operative Document to which Lessor is a party has been (or will be on or before the Delivery Date) duly executed and delivered by Lessor;
- (c) **Legal validity:** this Agreement and each other Operative Document to which Lessor is a party constitutes (or when executed and delivered will constitute) its valid, legal and binding obligation enforceable against it in accordance with its terms except insofar as enforceability may be limited by (i) applicable bankruptcy and similar laws afflicting creditors' rights generally or (ii) general principles of equity;
- (d) **Non-conflict:** the entry into and performance by Lessor of, and the transactions contemplated by, this Agreement, each other Operative Document to which it is a party, does not and will not: (i) conflict with any Laws or Regulations applicable to Lessor; or (ii) conflict with the constitutional documents of Lessor; or (iii) conflict with or result in default under any document which is binding upon Lessor or any of Lessor's assets nor

result in the creation of any Security Interest over any of Lessor's assets other than Lessor Liens in favor of the Financing Parties Representative;

- (e) **Approvals and Consents:** no consent, approval, order or authorization of giving of notice to, or registration with, or taking of any other action in respect of any governmental authority or agency required for the execution and delivery of or the carrying out by Lessor of any of the transactions contemplated hereby or by this Agreement or any other Operative Document to which Lessor is a party, other than any such consent, approval, order, authorization registration, notice or action as has been duly obtained, given or taken;
- (f) **No Litigation:** no litigation, arbitration or administration proceedings are pending or to its knowledge threatened before any court or administrative agency against Lessor which could reasonably be expected to have a material adverse effect upon the Lessor's ability to perform its obligations under this Agreement or any other Operative Document; and
- (g) **Title:** Owner has at the time of Delivery such right, title and interest in the Aircraft as was conveyed to it by the Manufacturer under the Bill of Sale, free of all Security Interest arising by, through or under any Lessor Party other than Lessor Liens in favor of the Financing Parties Representative.

### 3. **Survival**

The representations and warranties pursuant to Clauses 1 and 2 of this Schedule 2 (*Representations and Warranties*) shall survive the execution of this Agreement and Delivery.

### SCHEDULE 3 CONDITIONS PRECEDENT

#### Conditions Precedent to be satisfied by the Lessee

1. Lessor's obligations to deliver and lease the Aircraft to Lessee are subject to the satisfaction of the Conditions Precedent set out in Clause 1 of this Schedule 3 (the "**Lessee Conditions Precedent**"). All documents delivered to Lessor pursuant to Clause 1 of this Schedule 3 will be at Lessee's cost and in English.
- 1.1 **Chattel Paper:** to the extent this Agreement constitutes chattel paper (as such term is defined in the UCC as in effect in any applicable jurisdiction), the "original" counterpart of this Agreement shall be delivered to Lessor promptly upon execution of this Agreement.

#### Pre-Delivery Conditions Precedent

- 1.2 On or before the Delivery Date, Lessee shall provide the following each in full force as of the Delivery Date and each in form and substance satisfactory to Lessor (acting reasonably):
  - (a) **Corporate Documents:** to the extent not provided pursuant to Part A of Schedule 4 of the Installment Purchase Agreement or amended since the date provided pursuant to Part A of Schedule 4 of the Installment Purchase Agreement, a copy of (i) the constitutional documents of Lessee, (ii) the resolutions of the board of directors of Lessee (A) approving the transactions contemplated by the Operative Documents and (B) authorizing a person or persons to execute and deliver on behalf of Lessee the Operative Documents and any notices or other documents to be given pursuant thereto, in each case to which Lessee is a party, (iii) if applicable, a power of attorney issued by or on behalf of Lessee, authorizing the execution by the attorneys named therein of the Operative Documents to which Lessee is a party, (iv) specimens of the signatures of each person that executes any of the Operative Documents on behalf of Lessee, certified by an officer of Lessee to be true and correct and (v) the most recent audited financial statements of Lessee;
  - (b) **Opinion:** [REDACTED]
  - (c) **Approvals and Consents:** evidence of the issue of each authorization, approval, consent and notification other than the Post-Delivery Authorizations and Filings which may be required in relation to, or in connection with the performance by Lessee of any of its obligations hereunder or under the other Operative Documents to which it is a party or, if no such approvals are required, a statement to that effect included in the legal opinion described in Clause 1.2(b)(i) of this Schedule;
  - (d) **Licenses:** copies of Lessee's air transport license, air operator's certificates, concession and all other licenses, certificates and permits required by Lessee in relation to, or in connection with, the operation of the Aircraft;
  - (e) **Insurance:** a certificate of insurance and, if applicable, reinsurance evidencing the due compliance by Lessee with the insurances required to be maintained pursuant to this Agreement together with a broker's letter of undertaking;
  - (f) **Payments:** all sums due to Lessor under this Agreement on or before the Delivery Date including the first payment of Rent and the Security Deposit or a Letter of Credit;

- (g) **Acceptance Certificate:** the Acceptance Certificate, dated and fully completed, and executed by Lessee;
- (h) **International Registry:** evidence in a “priority search certificate” from the International Registry that there are no International Interests, prospective International Interests or other interests registered in the International Registry in relation to the Airframe or any Engine, other than those arising under the transactions contemplated by the Operative Documents or in respect of Lessor Liens or prospective Lessor Liens;
- (i) **UCC:** UCC Form 1 financing statements with respect to this Agreement and the Aircraft in a form acceptable to Lessor duly filed in Washington, D.C.;
- (j) **Deregistration Power of Attorney:** a Deregistration Power of Attorney executed before a Mexican notary public by Lessee in favor of Lessor;
- (k) **Know Your Customer:** all such documentation and information from Lessee and each relevant Lessee Affiliate as requested by Lessor in respect of its “Know Your Customer” checks, anti-money laundering checks and any other similar requirements and all such checks and requirements shall be satisfactory to Lessor in their sole and absolute discretion;
- (l) **Process Agent Letter:** a letter from the process agent appointed by Lessee accepting such appointment;
- (m) [REDACTED]
- (n) **Bankruptcy Court Order:** the Bankruptcy Court Order shall be a Final Order.

#### **Delivery Conditions Precedent**

- 1.3 On the Delivery Date the following conditions shall be satisfied (and confirmed by a certificate of an authorized signatory of Lessee dated the Delivery Date in the case of clause (a) and (c)):
- (a) **Total Loss and Default:** no Total Loss shall have occurred and no Event of Default shall have occurred and be continuing or might result from the leasing of the Aircraft to Lessee under this Agreement;
  - (b) **No Event of Default:** no Event of Default has occurred and is continuing hereunder or under any Companion Agreement;
  - (c) **Representations and Warranties:** Lessee shall repeat the representations and warranties in Clause 1 of Schedule 2 (*Representations and Warranties*); and
  - (d) **Aircraft Sale and Delivery:** (i) The Aircraft shall be new “ex-factory” in the condition required under the Installment Purchase Agreement and satisfying the description set forth in Part A of Schedule 6 (*Description of Aircraft*) hereof; (ii) Lessor shall have received the Pre-Delivery Authorizations and Filings and a true and correct copy of the current valid air operator’s certificate and airline operation license, or equivalent, of Lessee, permitting Lessee to operate aircraft of the same type as the Aircraft, issued by the Aviation Authority, and (z) originals (or copies if originals are not practically available) of all Operative Documents duly executed by the parties thereto (other than

Lessor, Lessor Guarantor and Owner); (iii) the conditions precedent set forth in Part D of Schedule 4 of the Installment Purchase Agreement shall have been satisfied; (iv) the Manufacturer shall have transferred, either directly or indirectly, good and marketable title to the Aircraft to Owner free and clear of all Security Interests, except this Agreement and any Lessor Liens; (v) Owner shall have received originals of the Manufacturer delivery documents, including the Bill of Sale and buyer furnished equipment listings; and (vi) Lessee shall have been duly registered as a Transacting User Entity with respect to the International Registry and shall have granted their consent to conduct the required registrations of the applicable International Interests.

- (e) **International Registry:** Subject to Section 5(g) below, registrations relating to the Aircraft with the International Registry in accordance with Clause 9.5 (*Registrations and Protections*) shall be conducted by the Professional User Entity appointed by Lessor (the "PUE"). Lessee shall have used best efforts to obtain from the RAM and provide the PUE with the required AEP Codes prior to the Delivery Date if such AEP Codes have been received from the RAM. Lessee shall grant the PUE authorization in respect of each International Interest to be registered with the International Registry for which its authorization is required pursuant to this Agreement. Subject to the AEP Codes being available prior to the Delivery Date, a copy of the priority search certificates of the International Registry in respect of the Airframe and each Engine evidencing such registrations shall be obtained by the PUE.

All opinions, certificates issued by Lessee, letters and instructions described herein as addressed to Lessor shall also be addressed to Owner and Lessor Guarantor, if applicable.

2. **Waiver:** Each of the Conditions Precedent set out in Clause 1 of this Schedule 3 is for the sole benefit of the Lessor and may be waived or deferred in whole or in part with or without conditions. If any Condition Precedent set out in Clause 1.1 of this Schedule is not satisfied on the Scheduled Delivery Date, and/or any Condition Precedent set out in Clause 1.2 to this Schedule 3 is not satisfied on the Delivery Date and the Lessor (in its absolute discretion) agrees to deliver the Aircraft to Lessee, Lessee shall ensure that such Conditions Precedent are fulfilled within fifteen (15) days after the Delivery Date and Lessor may treat the failure of Lessee to do so as an Event of Default.
3. **Conditions Precedent to be Satisfied by Lessor:** Lessee's obligations to accept the aircraft from Lessor on lease under this Agreement are subject to the satisfaction of the Conditions Precedent set out in Clause 3 to this Schedule 3 (the "**Lessor Conditions Precedent**"). All documents delivered to Lessee pursuant to Clause 1 of this Schedule 3 will be at Lessor's cost and in English.
- 3.1 **Pre-Delivery Conditions Precedent.** On or before the Delivery Date, Lessor shall provide the following each in full force as of the Delivery Date and each in form and substance satisfactory to Lessee (acting reasonably):
- (a) **Corporate Documents of Lessor:** to the extent not provided pursuant to Section 3.2(c) of the Installment Purchase Agreement or amended since the date provided pursuant to Section 3.2(c) of the Installment Purchase Agreement, a certified copy of (x) the organizational documents of the Lessor, (y) an abstract of the resolutions of the board of directors of the Lessor or other written evidence of appropriate corporate action authorizing the execution, delivery and performance of this Agreement and each other Operative Document and the leasing of the Aircraft hereunder and appointing a specified



Person or Persons to execute this Agreement and each other Operative Document on its behalf and each other Operative Document and (z) a specimen of the signature of each Person authorized to execute the Agreement and each other Operative Document on behalf of the Lessor; and

- (b) **Corporate Documents of Owner:** if the Owner is not the Lessor and to the extent not provided pursuant to Part B of Schedule 4 of the Installment Purchase Agreement or amended since the date provided pursuant to Part B of Schedule 4 of the Installment Purchase Agreement, a certified copy of (x) the organizational documents of Owner, (y) an abstract of the resolutions of the board of directors of Owner or other written evidence of appropriate corporate action authorizing the execution, delivery and performance of each Operative Document to which Owner is a party and appointing a specified Person or Persons to execute the same on its behalf and (z) a specimen of the signature of each Person authorized to execute each such Operative Document on behalf of the Owner; and
- (c) **Corporate Documents of Lessor Guarantor:** a certified copy of (x) the organizational documents of Lessor Guarantor, (y) an abstract of the resolutions of the board of directors of Lessor Guarantor or other written evidence of appropriate corporate action authorizing the execution, delivery and performance of the Lessor Guarantee and each other Operative Document to which Lessor Guarantor is a party and appointing a specified Person or Persons to execute the same on its behalf and (z) a specimen of the signature of each Person authorized to execute the Lessor Guarantee and each such Operative Document on behalf of the Lessor Guarantor; and
- (d) **Opinion:** at no cost to Lessee, opinions issued by (i) counsel to Lessor, (ii) counsel to Lessor Guarantor and (iii), if Owner and Lessor are not the same Person, counsel to Owner, in each case addressed to Lessee and confirming the due execution by such Person, as applicable of this Agreement and each other Operative Document to which such Person is a party, that this Agreement and each other Operative Document to which such Person is a party constitutes its legal valid and binding obligations enforceable against it in accordance with their terms subject to bankruptcy, insolvency and similar laws affecting the rights of creditors generally and general principles of equity and as to such other matters as Lessee may reasonably request;
- (e) **Approvals and Consents:** evidence of the issue of each authorization, approval, consent and notification other than the Post-Delivery Authorizations and Filings which may be required in relation to, or in connection with the performance by Lessor or Lessor Guarantor of any of its obligations hereunder or under any Operative Document;
- (f) **Financial Statements:** the Lessor Guarantor's or Owner's or Lessor's most recent audited financial statements which shall confirm that Lessor Guarantor or Owner or Lessor has a tangible net worth of at least [REDACTED]; and
- (g) **Process Agent Letter:** a letter from the process agent appointed by Lessor, Owner, and Lessor Guarantor (if any) accepting such appointment.

3.2 **Delivery Conditions Precedent.** On the Delivery Date the following conditions shall be satisfied:

- (a) **Representations and Warranties:** Each of Lessor, Owner and Lessor Guarantor (if any) shall repeat its representations and warranties set forth in each Operative Document to which it is a party.
- (b) **Aircraft Sale and Delivery:** (i) The Aircraft shall be new “ex-factory” in the condition required under the Installment Purchase Agreement (ii) Lessee shall have received originals, the Bill of Sale and this Agreement and originals (or copies if originals are not practically available) of each Operative Document, in each case, duly executed by the parties thereto (other than Lessee); (iii) all conditions precedent to set forth in Part E of Schedule 4 of the Installment Purchase Agreement shall have been satisfied and the Bill of Sale and this Agreement have been notarized before a Mexican notary public and/or notarized and apostilled; (iv) the Manufacturer shall have transferred, either directly or indirectly, good and marketable title to the Aircraft to Owner free and clear of all Security Interests, except this Agreement and any Lessor Liens; and (v) Lessee shall have received a copy of the Manufacturer delivery documents.
- (c) **International Registry:** Lessor shall be registered as a Transacting User Entity as defined in the Cape Town Convention with respect to the International Registry.

4. **Waiver:** Each of the Conditions Precedent set out in Clause 3 of this Schedule 3 is for the sole benefit of the Lessee and may be waived or deferred in whole or in part with or without conditions. If any Condition Precedent set out in Clause 3.1 or 3.2 of this Schedule is not satisfied on the Delivery Date and the Lessee (in its absolute discretion) agrees to accept delivery of the Aircraft from Lessor, Lessor shall ensure that such Conditions Precedent are fulfilled within fifteen (15) days after the Delivery Date.

5. **Post Delivery Matters:** Lessee shall:

- (a) within [REDACTED] after the Delivery Date, provide to Lessor evidence of the filing of this Agreement and the Bill of Sale for registration at the RAM;
- (b) within [REDACTED] after the Delivery Date, provide to Lessor a certified translation of the Lease and the Filing Bill of Sale and a copy of the official letter(s) granting definitive registration (*Oficio de Asignación de Matrícula Definitiva*) issued by the AFAC with respect of the Aircraft and approving the recordation of the Filing Bill of Sale and this Agreement with the RAM;
- (c) within [REDACTED] of the Delivery Date, provide to Lessor a copy of the definitive certificate of airworthiness (*certificado de aeronavegabilidad estándar*) issued by the AFAC in respect of the Aircraft;
- (d) deliver to Lessor (i) not later than [REDACTED] after the Delivery Date, a copy of the permanent certificate of registration (*Certificado de Matrícula Definitivo*) in the name of Lessee as lessee and also noting the interests of the Lessor as owner, and (ii) within [REDACTED] following completion of the filings of each of the Operative Documents referred to in Clause 5(a) of this Schedule, provide to Lessor in a form acceptable to them (each acting reasonably) evidence of registration of each such Operative Documents with the AFAC;

- (e) not later than [REDACTED] after the Delivery Date, deliver to Lessor photographic evidence that fireproof plates described in Clause 9.6(a) of the Agreement have been affixed to the Airframe and each of the Engines;
- (f) not later than [REDACTED] after the Delivery Date, deliver or procure the delivery to Lessor, a supplemental legal opinion of Lessee's in-house counsel as to the due permanent recordation as required under paragraphs (a), (b) and (c) above; and
- (g) in the event the RAM does not issue the required AEP Codes prior to the Delivery Date, Lessee shall as soon as reasonably practicable and in any event not later than [REDACTED] after the Delivery Date effect the registrations relating to the Aircraft with the International Registry in accordance with Clause 9.5 (*Registrations and Protections*) and provide to Lessor copies of the AEP Codes issued by the RAM in respect of each International Interest to be registered with the International Registry pursuant to this Agreement and a copy of the priority search certificates of the International Registry in respect of the Airframe and each Engine evidencing such registrations.

**SCHEDULE 4**  
**FINANCIAL TERMS ANNEX (CONFIDENTIAL)**

*(NOT FOR FILING WITH THE AVIATION AUTHORITY)*

**PART A**  
**BASE LEASE TERM RENT AND CERTAIN DEFINITIONS**

1. Rent

The amount of Rent payable on each Rent Date shall be [REDACTED];

“**Basic Rent Amount**” means an amount to calculated pursuant to [REDACTED];

“**Relevant Swap Rate**” means [REDACTED]; and

“**Rent Adjustment Factor**” means the amount specified pursuant to [REDACTED].

The amount of Rent shall be confirmed in the Acceptance Certificate

2. Security Deposit

On or before the Delivery Date, Lessee shall pay to Lessor a cash Security Deposit in the amount of [REDACTED] or put in place a Letter of Credit in accordance with Clause 6.4. The amount of the Security Deposit will be adjusted during each Renewal Lease Term pursuant to Clause 4.2.2(c).

3. Damage Notification Threshold

For the purposes of Clause 9.2(b) (*Information – General and Financial*) and Schedule 5 (*Insurance Requirements*) of this Agreement

“**Damage Notification Threshold**” means US\$[REDACTED].

4. Insurance and Default Matters

For the purposes of Clause 15 (*Insurance*) and Schedule 5 (*Insurance Requirements*) of this Agreement:

“**Agreed Value**” means the amount calculated pursuant to [REDACTED], which amount shall be reduced by an amount equal to (1) [REDACTED] of the then current Agreed Value on each anniversary of the Delivery Date to and including the fourth anniversary of the Delivery Date and (2) [REDACTED] of the then current Agreed Value on each anniversary of the Delivery Date from and after the fifth anniversary of the Delivery Date.

“**Minimum Liability Coverage**” means [REDACTED];

“**Maximum Deductible Amount**” means [REDACTED].

**“Default Rate”** means [REDACTED].

**“Discount Rate”** means [REDACTED]

5. [REDACTED]

6. Approved Appraisers

The appraisers for purposes of Clause 4.2.2(b) of the Agreement are: [REDACTED].

**PART B**  
**REDELIVERY MAINTENANCE PAYMENTS**

**A. Structural Check Equivalency Charge**

Lessee shall pay Lessor a Structural Check Equivalency Charge for the next Structural Check that is due under the Maintenance Program calculated pursuant to the following formula:

$$A = W \times (C/B)$$

Where:

**A** is the Structural Check Equivalency Charge for such Structural Check.

**W** is the labor and materials cost of such Structural Check based on [REDACTED].

**B** is the total interval of calendar months (or Cycles or Flight Hours, whichever is applicable and most limiting) between such Structural Checks provided in the Manufacturer's then current MPD at redelivery.

**C** is the actual number of calendar months (or Cycles or Flight Hours, whichever is applicable in B) since the Aircraft's last such Structural Check, (or if there has been no such Structural Check, since new).

**B. Landing Gear Equivalency Charge**

Lessee shall pay Lessor a Landing Gear Equivalency Charge in respect of that Landing Gear calculated pursuant to the following formula:

$$A = W \times (C/B)$$

Where:

**A** is the Landing Gear Equivalency Charge for that Landing Gear.

**W** is the cost of accomplishment of a Landing Gear Overhaul in respect of that Landing Gear based on [REDACTED].

**B** is the total interval of days, Cycles or Flight Hours, whichever is applicable and most limiting, between Landing Gear Overhauls for that Landing Gear as provided in the Manufacturer's then current MPD at redelivery.

**C** is the actual number of days (or Cycles or Flight Hours, as applicable, accumulated by that Landing Gear) since that Landing Gear's last Landing Gear Overhaul (or if there has been no such Landing Gear Overhaul, since new).

**C. Engine LLP Equivalency Charge**

Lessee shall pay Lessor an Engine LLP Equivalency Charge in respect of that Engine LLP calculated pursuant to the following formula:

$$A = W \times (C/B)$$

Where:

**A** is the Engine LLP Equivalency Charge for that Engine LLP.

**W** is Engine Manufacturer's published list price for that Engine LLP at the time of redelivery.

**B** is the then current Cycle life limit for that Engine LLP as referenced in the Engine Manual Chapter 5; [REDACTED].

**C** is the actual number of Cycles accumulated by that Engine LLP since new at redelivery.

#### **D. Engine Equivalency Charge**

- (a) Lessee shall pay an Engine Equivalency Charge in respect of each Engine calculated pursuant to the following formula:

$$A = W \times (C/B)$$

Where:

**A** is the Engine Equivalency Charge for that Engine.

**W** is the cost of the accomplishment of the next sequential Engine Performance Restoration for that Engine (excluding costs attributable to Engine LLP replacement) which shall be the average of [REDACTED]

**B** is the industry standard expected Flight Hour mean-time between removals for Engine Performance Restorations of mature engines of the same make and model as the Engine operating in a similar environment and at the same thrust level as the Engine has been operated at since its last Engine Performance Restoration (or since new if no Engine Performance Restoration has been performed).

**C** is the actual number of Flight Hours accumulated by that Engine since its last Engine Performance Restoration (or if there has been no such Engine Performance Restoration, since new).

- (b) [REDACTED].

#### **E. APU Equivalency Charge**

Lessee shall pay Lessor an APU Equivalency Charge calculated pursuant to the following formula:

$$A = W \times (C/B)$$

Where:

**A** is the APU Equivalency Charge.

**W** is the cost of accomplishment of an APU Medium Repair Shop Visit based on [REDACTED]

**B** is the by Lessee's average APU Hour interval between APU Medium Repair Shop Visits for auxiliary power units of the same type as the APU over the last three (3) years.

**C** is the actual number of APU Hours accumulated by the APU since its last APU Medium Repair Shop Visit (or if there has been no such APU Medium Repair Shop Visit, since new).

For each of the above Redelivery Maintenance Payment items, the invoices or quotations provided by Lessee or Lessor shall contain sufficient detail so as to evidence that such invoice or quotation reflects the relevant workscope in a manner to be consistent with the required performance restoration visit or check.



## **SCHEDULE 5 INSURANCE REQUIREMENTS**

### **Types of Insurance**

1. The Insurances required to be maintained are as follows:
  - (a) Hull All Risks of loss or damage while flying and on the ground with respect to the Aircraft on an agreed value basis for the Agreed Value and with a deductible not exceeding the Maximum Deductible Amount each claim, or such other amount agreed by Lessee and Lessor from time to time, it being agreed that any deductible in excess of the Maximum Deductible Amount may be covered by a deductible buy-down;
  - (b) Hull War and Allied Perils, being such risks excluded from the Hull All Risks Policy to the fullest extent available from the leading international insurance markets, including confiscation and requisition by the State of Registration, for the Agreed Value;
  - (c) All Risks (including War and Allied Risk except when on the ground or in transit other than by air) property insurance on all Engines and Parts when not installed on the Aircraft on an "agreed value" basis for their full replacement cost and including engine test and running risks;
  - (d) Aircraft Third Party, Property Damage, Passenger, Baggage, Cargo and Mail and Airline General Third Party (including Products) Legal Liability for a combined single limit (bodily injury/property damage) of an amount not less than the Minimum Liability Coverage for the time being for any one occurrence each aircraft (but in respect of products and personal injury liability, this limit shall be an aggregate limit for any and all losses occurring during the currency of the policy). War and Allied Risks are also to be covered under the policy to the fullest extent available from the leading international insurance markets (which coverage shall include but not be limited to an extended war risk coverage endorsement equivalent to the terms of AVN52E but for a combined single limit of an amount not less than the Minimum Liability Coverage).
  - (e) In the event that Lessee is unable to purchase the insurance required by clauses (a) through (d) above due to a war, terrorist attack or other catastrophic event that affects the global aviation insurance market generally and results in global airlines generally being unable to purchase such insurance in the commercial aviation insurance market, then so long as Lessee grounds the Aircraft (including each Engine) and does not operate the Aircraft (or any Engine) in commercial or any other service for so long as the insurance required by clauses (a) through (d) above cannot be obtained, Lessee shall procure (i) ground hull risk insurance covering the Aircraft for an amount not less than the Agreed Value and (ii) legal liability insurance covering the Aircraft with a minimum liability coverage of not less than \$300,000,000 or such lower amount as may be approved by Lessor, and in each case the terms of such insurance shall be subject to Lessor's prior approval (acting reasonably); provided that as soon as the insurance required by clauses (a) through (d) becomes available to be purchased in the commercial aviation insurance market, Lessee shall replace such ground insurance with insurance meeting the requirements of clauses (a) – (d) above.

### Terms of Hull Insurance

2. All required hull insurance, so far as it relates to the Aircraft, will:
- (a) **Additional Assureds:** name the Lessor, Owner, Lessor Guarantor and any Financing Parties Representative for their respective rights and interests;
  - (b) **Settlement of Losses:** name Lessor (or, if Lessor so notifies Lessee, the Financing Parties Representative) as (sole) Loss Payee for the Agreed Value in respect of any Total Loss of the Aircraft or Airframe for an amount equal to the Agreed Value, and **provided that** any such Total Loss will be settled with Lessor (or, if applicable, the Financing Parties Representative) and will be payable in Dollars directly to Lessor (or, if applicable, the Financing Parties Representative) as sole Loss Payee (or, if applicable, the Financing Parties Representative) may direct and further **provided that** where proceeds do not relate to a Total Loss of the Aircraft or the Airframe such proceeds will be applied in accordance with Clause 6(b) of this Schedule 5 and where the loss does not exceed the Damage Notification Threshold and Lessor has not notified the insurers to the contrary due to the continuance of an Event of Default, the loss will be settled with and paid to Lessee;
  - (c) **50/50 Provision:** if separate hull “all risks” and “war risks” insurances are arranged, include a 50/50 provision in accordance with market practice (AVS 103 is the current market language); and
  - (d) **No option to Replace:** confirm that the insurers are not entitled to replace the Aircraft in the event of an insured Total Loss.

### Terms of Liability Insurance

3. All required liability insurances will:
- (a) **Additional Insureds:** name the Indemnitees and the Financing Parties Representative (if any) for their respective rights and interests;
  - (b) **Severability:** include a severability of interests clause which provides that the insurance, except for the limit of liability, will operate to give each insured the same protection as if there was a separate policy issued to each insured;
  - (c) **Primary Policy:** contain a provision confirming that the policy is primary without right of contribution, and the liability of the insurers will not be affected by any other insurance of which any Indemnatee or Lessee may have the benefit so as to reduce the amount payable to the additional insureds under such policies.

### Terms of All Insurances

4. All Insurances will to the extent not inconsistent with AVN67B (or any subsequent endorsement generally accepted by lessors and lenders in respect of insuring leased and financed aircraft operated by commercial air carriers):
- (a) **Dollars:** provide cover denominated in dollars and any other currencies which Lessor may reasonably require in relation to liability insurance;

- (b) **Worldwide:** operate on a worldwide basis subject to such limitations and exclusions as are customary in insurance coverages carried by major international air carriers operating aircraft of the same type as the Aircraft on routes similar to those operated by Lessee;
- (c) **Acknowledgement:** acknowledge the insurer is aware of this Agreement and that the Aircraft is owned by Lessor and to the extent applicable mortgaged to the Financing Parties Representative (if any);
- (d) **Breach of Warranty:** provide that, in relation to the interests of each of the additional insureds, the Insurances will not be invalidated by any act or omission by Lessee, or any other Person and shall insure the interests of each of the additional insureds regardless of any breach or violation by Lessee, or any other Person of any warranty, declaration or condition, contained in such Insurances;
- (e) **Subrogation:** provide that the insurers will hold harmless and waive any rights of recourse against the additional assureds or to be subrogated to any rights of Lessor, the Financing Parties Representative (if any), or Lessee;
- (f) **Premiums:** provide that the additional insureds will have no obligation or responsibility for the payment of any premiums due (but reserve the right to pay the same should any of them elect so to do) and that the insurers will not exercise any right of set-off or counter-claim in respect of any premium due against the respective interests of the additional insureds other than outstanding premiums relating to the Aircraft, any Engine or Part the subject of the relevant claim;
- (g) **Cancellation/Change:** provide that the Insurances will continue unaltered for the benefit of the additional insureds for at least thirty days after written notice by registered mail or fax of any cancellation, change, event of non-payment of premium or installment thereof has been sent by insurer(s) to Lessor, the Financing Parties Representative (if any), or where an insurance broker is appointed to the insurance broker who shall promptly send on such notice to Lessor and the Financing Parties Representative (if any), except in the case of war risks for which seven days (or such lesser period as is or may be customarily available in respect of war risks or allied perils) will be given, or in the case of war between the five great powers or nuclear peril for which termination is automatic;
- (h) **Reinsurance:** Lessor may require the original insurers maintain 95% for so long as the original Insurances are required to be in force under this Agreement. Such reinsurance shall be placed with reinsurers and through brokers, in each case satisfying the requirements of Clause 15(b)(ii) of the Agreement and such reinsurance will:
  - (i) be on the same terms as the original insurances and will include the provisions of this Schedule;
  - (ii) provide that notwithstanding any bankruptcy, insolvency, liquidation, dissolution or similar proceedings of or affecting the reinsured that the reinsurers' liability will be to make such payments as would have fallen due under the relevant policy of reinsurance if the reinsured had (immediately before such bankruptcy, insolvency, liquidation, dissolution or similar proceedings) discharged its obligations in full under the original insurance policies in respect of which the then relevant policy of reinsurance has been effected; and

- (iii) contain a “cut-through” clause in the following form (or otherwise reasonably satisfactory to Lessor):

**“The Reinsurers hereby agree (at the request and with the agreement of the Reinsured) that in the event of any valid claim arising hereunder the Reinsurers shall in lieu of payment to the Reinsured, its successors in interest and assigns pay to the person named as loss payee in accordance with Loss Payable Clause under the original insurances effected by the Insured that portion of any loss due for which the Reinsurers would otherwise be liable to pay the Reinsured (subject to proof of loss), it being understood and agreed that any such payment by the Reinsurers shall fully discharge and release the Reinsurers from any and all further liability with such claim.**

**The Reinsurers reserve the right to set off against any claim payable hereunder in accordance with this clause any outstanding premiums due on the reinsurance in respect of the Aircraft.**

**Payment shall be made under this reinsurance notwithstanding any bankruptcy, insolvency, liquidation or dissolution of the Reinsured, and/or that the original Insurer has made no payment under the original insurance policies.**

**Subject any payment due under this clause shall not contravene any law or decree of the Government of Mexico or any other applicable jurisdiction;”**

- (i) **Initiating Claims:** contain a provision entitling Lessor or any insured party to initiate a claim under any policy in the event of the refusal or failure of Lessee to do so; and
- (j) **Indemnities:** accept and insure the indemnity provisions of this Agreement.

#### **Deductibles**

5. Lessee shall be responsible for any and all deductibles under the Insurances.

#### **Application of Insurance Proceeds**

6. The Insurances will be endorsed to provide for payment of proceeds as follows:
- (a) **Total Loss:** all insurance payments received as the result of a Total Loss occurring during the Term will be paid to or as directed by Lessor and Lessor will pay the balance of those amounts to Lessee after deduction of the Agreed Value and all other amounts which may be or become payable by Lessee to Lessor under this Agreement;
- (b) **Other Loss/Damage:** all insurance proceeds of any property, damage or loss to the Aircraft, any Engine or any Part occurring during the Term not constituting a Total Loss will be applied in payment (or to reimburse Lessee) for repairs or replacement property upon Lessor being satisfied (acting reasonably) that the repairs or replacement have been effected in accordance with this Agreement;

- (c) **Liability Proceeds:** all insurance proceeds in respect of third party liability will be paid directly in satisfaction of the relevant liability or to Lessee in reimbursement of any payment so made; and
- (d) **Default:** notwithstanding the foregoing Clauses (a) and (b) above, if at the time of the payment of any such insurance proceeds under the insurances required under Clause 1(a), (b) or (c) of this Schedule 5 an Event of Default has occurred and is continuing, all such proceeds will be paid to or retained by Lessor to be applied toward payment of any amounts which may be or become payable by Lessee pursuant to this Agreement in such order as Lessor may elect with any remainder after payment of all amounts payable hereunder or thereunder to be paid to Lessee.

To the extent that insurance proceeds are paid to Lessee, Lessee agrees to comply with the foregoing provisions and apply or pay over such proceeds as so required.

**SCHEDULE 6  
DESCRIPTION OF AIRCRAFT**

In order for Lessor to be obligated to purchase the Aircraft and lease it to the Lessee and for the Lessee to lease the Aircraft from the Lessor hereunder, the Aircraft shall be new “ex-factory” and substantially comply with the following specifications (which description shall not be deemed a covenant, representation, warranty or guaranty by any Lessor Party to Lessee or by Lessee to any Lessor Party with respect to the Aircraft, all of which are waived and disclaimed as provided in the Agreement), but otherwise “AS-IS, WHERE IS, WITH ALL FAULTS”:

**GENERAL DESCRIPTION (MINIMUM REQUIREMENTS)**

**[Aircraft Type**

**B737 MAX 8**

[REDACTED]

**[Aircraft Type**

**B737 MAX 9**

[REDACTED]

**SCHEDULE 7**  
**AIRCRAFT DOCUMENTS AT REDELIVERY**

The following documentation and information is part of the Aircraft, and is the property of Lessor. All documentation shall have the necessary stamps, endorsements, certifications and signatures where appropriate. All documentation requiring a quality control certification shall be signed by Lessee's quality control representative.

Lessee may maintain all Aircraft Documents (or any subset thereof) in electronic format; provided that Lessee shall send to Lessor all documentation requiring necessary stamps, endorsements, certifications and signatures in hard copy format. For the avoidance of doubt, any electronic format that has been approved by the Aviation Authority will be acceptable instead of hard copies.

All records listed in this Part shall be provided notwithstanding any policies of the Aviation Authority that may allow the disposal of such records.

1. Certificates  
[REDACTED]
2. Manuals (but only to the extent that the below was supplied by the Manufacturer on or prior to the Delivery Date)  
[REDACTED]
3. Airworthiness Directives Documentation  
[REDACTED]
4. Engineering Documentation  
[REDACTED]
5. Aircraft Maintenance Status Summaries  
[REDACTED]
6. Aircraft Maintenance Records  
[REDACTED]
7. Configuration Status  
[REDACTED]
8. Engine Records  
[REDACTED]
9. APU  
[REDACTED]
10. Components  
[REDACTED]
11. Landing Gear  
[REDACTED]

12. Damage and Repairs

[REDACTED]

13. Software

[REDACTED]



## **SCHEDULE 8 REDELIVERY CONDITIONS**

On the Redelivery Date, the Lessee shall return the Aircraft to Lessor at the Redelivery Location in compliance with the conditions specified below (other than post redelivery obligations specified in Clause A below), and when Lessee has complied with such conditions and its other obligations to be performed under this Agreement (other than post redelivery obligations specified in Clause A below), Lessor shall execute and deliver to Lessee the Redelivery Acceptance Certificate confirming delivery of the Aircraft to Lessor. For the avoidance of doubt, there shall be no cycle, condition or time requirements applicable to the Aircraft, any Engine or any Part upon return except to the extent specifically described in this Schedule.

During the period commencing [REDACTED] and ending no less than [REDACTED] prior to the proposed redelivery date, Lessee and Lessor will agree to conduct a pre-redelivery meeting for the purpose of reviewing the workscope for the Redelivery Check and, if applicable, any [REDACTED].

In the event that, on the Redelivery Date, the Aircraft contains any Minor Discrepancy, such Minor Discrepancy will, at Lessee's option either [REDACTED]. Any such non-conformity and remedies shall be recorded on the Redelivery Acceptance Certificate.

### **A. Registration & Certification, Maintenance Program & Airworthiness Directives**

At redelivery, the Aircraft shall be registered with the AFAC (i) in the name of Lessor unless such registration cannot be maintained because of the failure of the Lessor to comply with the citizenship or other eligibility requirements for registration of the Aircraft or (ii) in the name of Lessee as operator, which registration shall also note the interests of Lessor as owner. At redelivery, the Aircraft shall be FAA compliant according to Part 129 and will be eligible for an FAA certificate of airworthiness in accordance with Part 121 to the extent it complied at Delivery. Lessee will provide an Export Certificate of Airworthiness following redelivery of the Aircraft to the Lessor hereunder to the extent available from the Aviation Authority at such time; for the avoidance of doubt, Lessor shall be responsible for any costs for the importing country's special requirements. Following Lessee's receipt of the Redelivery Acceptance Certificate executed by Lessor (and notarized by a Mexican notary public and/or notarized and apostilled as required by the AFAC), Lessee shall cooperate fully with Lessor in performance of all action necessary to be performed in connection with deregistration, including obtaining an *Oficio de Cancelación de Matrícula* (De-registration evidence) for the Aircraft and assist Lessor with the issuance of the communication from the AFAC to the FAA evidencing the registry cancellation; however such deregistration evidence and communication shall not be an obligation of Lessee and therefore in no event shall additional rent accrue.

The Aircraft shall be in compliance with the Lessee's Maintenance Program.

Lessee will comply with any ADs and Mandatory Orders which require compliance no later than the last day of the Term, as and to the extent required by such ADs, Mandatory Orders and the Maintenance Program prior to such date. Additionally, Lessee will comply with any ADs and Mandatory Orders which require compliance within [REDACTED] following the last day of the Term, provided that the cost of performing such ADs or Mandatory Orders requiring compliance after the last day of the Term shall be for the account of Lessor and paid upon execution of the Redelivery Acceptance Certificate. Notwithstanding the foregoing, if having demonstrated its best efforts and planning to comply with any such AD or Mandatory Order due after the last day of the Term, Lessee is unable for reasons outside of its control (including unavailability on a fleet-wide basis of the items, materials, parts or components necessary to accomplish such AD or Mandatory Order) to complete such compliance prior to the last day

of the Term, then provided no other issues exist which would otherwise cause the Term to continue, at Lessor's option, (i) Lessee will complete the AD or Mandatory Order as promptly as possible, in which event, the Term shall continue but Lessee shall not be required to pay Rent for any period beyond the date the Redelivery Date would have occurred but for Lessee's completion of the AD or Mandatory Order, or (ii) Lessor shall accept the Aircraft and Lessee shall have no further obligation related to such AD or Mandatory Order.

**B. General Condition**

The Aircraft shall be (a) serviceable, (b) in good operating condition and clean to the standards expected of Lessee's aircraft upon completion of a C Check, (c) in the same configuration as at Delivery or as modified in accordance with the terms of the Lease, (d) equipped with the full complement of equipment, parts and accessories and loose equipment as is normally installed in the Aircraft, (e) with two Engines duly installed thereon (which Engines may be Replacement Engines), and (f) with the same Parts, subject only to those replacements, additions and modifications permitted under the Lease or as otherwise agreed by Lessor. The Aircraft shall be in compliance with Lessee's corrosion prevention and control program.

The Aircraft shall be free of fuel, oil, hydraulic and pneumatic leaks outside of AMM limits.

**C. Redelivery Check**

The Airframe shall have completed, within [REDACTED] prior to the Redelivery Date, the Redelivery Check, and following such Redelivery Check the Aircraft shall not be used in commercial passenger operations.

**D. Parts**

Each Part of the Aircraft ([REDACTED]) which has a hard time or life limit pursuant to the MPD shall have at least [REDACTED] as applicable remaining to its next expected overhaul or scheduled removal in accordance with the then current MPD.

**E. Landing Gear Minimum**

Each of the nose and main Landing Gear shall have no fewer than [REDACTED], (the "**Hard Time Landing Gear Minimum**") remaining until the next scheduled Landing Gear Overhaul.

**F. Engine Life Cycle Minimum**

No Engine LLP shall have fewer than [REDACTED] remaining to reaching the Manufacturer's then published Chapter 5 life limit (the "**Engine LLP Hard Life Cycle Minimum**"). Notwithstanding the foregoing, Lessee may request of Lessor, and Lessor shall consider in good faith, the allowance of an extended hard life Cycle limit that may be achieved via the incorporation of a service bulletin or other action that may only be incorporated on-wing post-redelivery.

**G. Engine Performance Restoration Minimum**

Each Engine shall have no fewer than [REDACTED] (the "**Engine Hard Time Performance Restoration Minimum**") remaining until the next anticipated performance restoration visit of such Engine and based on Engine Manufacturer recommendations and EGT margin at redelivery as measured by analysis of 180 days trend monitoring data. All of the parts of each Engine shall be parts that have

been produced by or on behalf of an OEM, or that have been approved for use by the OEM and manufactured by another party. Each Engine will be fully functioning, without waiver, restriction, deferment, exception, carryover or being “on-watch” with a repetitive inspection interval or removal date shorter than the Engine Hard Time Performance Restoration Minimum, whether or not any such “on watch” item is in accordance with the Manufacturer’s maintenance manual limit or any other specifically requested limitation.

#### **H. Auxiliary Power Unit Minimum**

The APU shall be in serviceable condition, as evidenced by a borescope inspection and an APU condition test performed in accordance with the AMM [REDACTED]. No APU LLP shall have fewer than [REDACTED] remaining until reaching the Manufacturer’s published life limit (the “**APU Hard Life Cycle Minimum**”).

#### **I. Maintenance Carry-Overs**

If the aircraft is scheduled to be redelivered fresh from a C Check, then any deferred, continued, carry-over, time-limited repairs or open log book maintenance items against the Aircraft (each, an “**MCO**”) which can be deferred until the next Structural Check need not be corrected or performed by Lessee except to the extent that the aggregate cost of rectifying all such MCOs exceeds \$[REDACTED], in which case Lessee, [REDACTED] shall correct or perform sufficient MCOs selected by Lessee such that the aggregate cost of rectifying the remaining uncorrected and unperformed MCOs shall be equal to or less than \$75,000. Lessee and Lessor shall agree, acting reasonably, on the reasonable cost to complete any such MCO items during the next Structural Check. [REDACTED].

If the Aircraft is scheduled to be redelivered fresh from a Structural Check, than any deferred, continued, carry-over, time-limited repairs or open log book maintenance items shall be cleared on a terminating action basis.

#### **J. Livery**

Prior to the Redelivery Date, the exterior of the fuselage, vertical stabilizer and Engine cowlings shall have been stripped or sanded in accordance with Manufacturer recommendations and painted white.

#### **K. Aircraft Documents**

All Aircraft Documents will be made available for Lessor’s review for the period beginning on the date that is [REDACTED] preceding the last day of the Term and ending on the date that is [REDACTED] preceding the last day of the Term. Any review of the Aircraft Documents by Lessor shall be completed during this period and during normal business hours and shall not exceed a period of [REDACTED]. [REDACTED].

[REDACTED].

#### **L. Borescope Inspections; Power Assurance Runs**

[REDACTED].

#### **M. Demonstration Flight**

At Lessor's request, Lessee will perform, at its expense, and in accordance with a mutually agreed acceptance flight procedure, a demonstration flight lasting no more than [REDACTED] for the purpose of demonstrating the satisfactory operation of the Aircraft with no more than [REDACTED] representatives of Lessor on board during such flight. Lessee will correct, [REDACTED] any discrepancies found during such demonstration flight which are determined not to have been in compliance with the Maintenance Program.

**N. Liens**

The Aircraft shall be free and clear of Security Interests (other than any Lessor Liens).

**O. Fuel**

Lessee shall have no obligation to provide any fuel or oil with respect to the Aircraft at return, provided that any fuel or oil remaining on board the Aircraft on the Redelivery Date shall be the property of Lessor without charge.

**P. Inspection**

The Aircraft inspection shall occur during the Redelivery Check. During the Redelivery Check, Lessor and/or its representatives will have an opportunity to observe functional and operational system checks as they are performed, and to perform a visual inspection of the Aircraft only in those areas that are visible during the Redelivery Check and concurrently as the inspection tasks are being performed by Lessee.

**Q. Repairs**

All repairs to the Aircraft will have been accomplished in accordance with Manufacturer's approved data for the Aircraft and shall be certified to a permanent standard without repetitive inspections, or if no terminating repair is available from Manufacturer's approved data, then the repair is to be performed to the highest possible inspection threshold, flush wherever possible unless otherwise recommended by the Manufacturer.

**SCHEDULE 9**

**FORM OF  
ACCEPTANCE CERTIFICATE**

**ACCEPTANCE CERTIFICATE  
(MSN [●])**

**AEROVÍAS DE MÉXICO, S.A. DE C.V.**, (“**Lessee**”) hereby acknowledges that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, [●] (“**Lessor**”) did deliver for inspection and acceptance to Lessee under the Aircraft Lease Agreement made between Lessor and Lessee dated as of \_\_\_\_\_, 20\_\_\_\_ (the “**Lease**”) the Aircraft, as described below, together with all Aircraft Documents applicable thereto, in accordance with the Lease. Capitalized terms used but not defined herein shall have the meanings given such terms in the Lease.

**1. Aircraft Details**

**(a) Airframe**

**Aircraft Model:** Boeing 737-MAX [8][9]

**Manufacturer’s Serial Number:** [●]

**Airframe Maintenance Status:**

**Total Flight Hours:** \_\_\_\_\_

**Total Cycles:** \_\_\_\_\_

**(b) Engines (Installed)**

**Engine Type** [REDACTED]

**Manufacturer’s Serial** \_\_\_\_\_ **and**  
**Numbers:** \_\_\_\_\_

**Maximum Takeoff Thrust** [REDACTED]  
**Rating:**

**Engines Maintenance Status:**

Position 1

**ESN:** \_\_\_\_\_

**Total Flight Hours:** \_\_\_\_\_

**Total Cycles:** \_\_\_\_\_

Position 2

**ESN:** \_\_\_\_\_

**Total Flight Hours:** \_\_\_\_\_  
**Total Cycles:** \_\_\_\_\_

(c) **APU (Installed)**

**APU Type** \_\_\_\_\_ [\*]

**Manufacturer's Serial Number:** \_\_\_\_\_

**APU Maintenance Status:**

**Total APU Hours:** \_\_\_\_\_  
**Total APU Cycles:** \_\_\_\_\_

(d) **Landing Gear (Installed)**

<b>Manufacturer's</b>	<b>Serial</b>	<b>Left Main:</b> _____
<b>Numbers:</b>		<b>Right Main:</b> _____
		<b>Nose:</b> _____

**Landing Gear Maintenance Status:**

Left Main

**Total Flight Hours:** \_\_\_\_\_  
**Total Cycles:** \_\_\_\_\_

Right Main

**Total Flight Hours:** \_\_\_\_\_  
**Total Cycles:** \_\_\_\_\_

Nose

**Total Flight Hours:** \_\_\_\_\_  
**Total Cycles:** \_\_\_\_\_

(e) **Interior Configuration**

**Seating** \_\_\_\_\_

**Lavatories** \_\_\_\_\_

**Galleys** \_\_\_\_\_

**Passenger Service Units** \_\_\_\_\_

(f) **Aircraft Documents; Aircraft Manuals; Hard Time Components; Avionics; Loose Equipment Inventory**

As identified in Attachment 1 to this Acceptance Certificate.

**2. Acceptance for Delivery**

(a) Lessee hereby confirms to Lessor on \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ A.M./P.M., Pacific [Daylight][Standard] Time at \_\_\_\_\_, \_\_\_\_\_ that the above described Aircraft is in accordance with the specifications, terms and conditions for Delivery set forth in the Lease, or is satisfactory in all respects and is in the condition required for Delivery under the Lease.

(b) Lessee confirms that the Aircraft has been inspected by its duly appointed and authorized representatives and the same conforms to the information set forth above and in the Lease.

(c) The Lease is in full force and effect, Lessor has fully, duly and timely performed all of its obligations of every kind and nature thereunder and Lessee has no claims, offsets, deductions, set-offs or defenses of any kind or nature in connection with the Lease.

(d) The execution and delivery of this Acceptance Certificate by Lessee (i) signifies Lessee's absolute and irrevocable acceptance by Lessee of the Aircraft under the Lease, (ii) constitutes conclusive and irrebuttable proof that the Aircraft is delivered in accordance with the description set forth in the Lease and that the Lessee has independently confirmed the same without reliance on any descriptions or representations of Lessor or anyone acting for or on behalf of Lessor, (iii) Lessee hereby expressly waives any right it may have to revoke acceptance of the Aircraft pursuant hereto for any reason, notwithstanding any nonconformity, whether discovered, difficult of discovery, or undiscovered, on the date hereof, and (iv) Lessee hereby unconditionally and irrevocably waives its right to revoke acceptance of Delivery of the Aircraft.

**3. Rent; Agreed Value**

(a) The Base Rent Amount is \$[\_\_\_\_]. The amount of Rent payable by Lessee on each Rent Date during the Base Lease Term is \$\_\_\_\_\_. The Rent Dates are the Delivery Date, [\_\_\_\_] and the sixteenth day of each calendar month thereafter during the Term.

(b) The initial Agreed Value is \$\_\_\_\_\_.

**4. Detail Specification**

A description of the Aircraft, including its detail specification, as of this date is set forth in Annex A.

**5. Governing Law**

THIS ACCEPTANCE CERTIFICATE SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN THE PROVISIONS OF SECTION 5-1401.

IN WITNESS WHEREOF, this Acceptance Certificate has been executed and delivered this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

**AEROVÍAS DE MÉXICO, S.A. DE C.V.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and Agreed:

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**ANNEX A**

**AIRCRAFT DESCRIPTION**

**SCHEDULE 10**  
**FORM OF RENEWAL NOTICE**

[Lessee Letterhead]

To: [●] (“**Lessor**”)  
[Address]

Cc: [●] (“**Lessor Guarantor**”)  
[Address]

\_\_\_\_\_, 20\_\_

Re: Renewal Notice in respect of One Boeing 737-MAX [8][9] Aircraft bearing Manufacturer Serial  
Number [●] (the “**Aircraft**”)

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Ladies and Gentlemen:

Reference is made to that certain Aircraft Lease Agreement dated [●], 2021 (as amended, modified or supplemented from time to time, the “**Lease**”) between lessor and Aerovías de México S.A. de C.V. (“**Lessee**”) in respect of the Aircraft. Capitalized terms not defined herein shall have the meanings provided in the Lease.

In accordance with Clause 4.2.1 of the Lease, Lessee hereby exercises its right to extend the Term of the leasing of the Aircraft under the Lease for a Renewal Lease Term of [\_\_\_\_\_] [REDACTED] commencing on [●] and ending [●] which shall be the Scheduled Renewal Term Expiry Date for such Renewal Lease Term.

This notice is a Renewal Notice. It is irrevocable and is an Operative Document.

**AEROVÍAS DE MÉXICO, S.A. DE C.V.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and Agreed:

[●]  
Lessor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 11**  
**FORM OF LETTER OF CREDIT**

[\_\_\_\_\_] [ ]

Letter of Credit No. \_\_\_\_\_

Beneficiary: [•], and its successors and assigns

Attention: [•]

Applicant: [•]

Expiry: [•]

Place: \_\_\_\_\_

Payable: [•] at sight

Dear Sir or Madam:

[REDACTED]

## SCHEDULE 12

### FORM OF DEREGISTRATION POWER OF ATTORNEY

#### DEREGISTRATION POWER OF ATTORNEY

##### PODER ESPECIAL

##### SPECIAL POWER OF ATTORNEY

**AEROVÍAS DE MÉXICO, S.A. DE C.V.**, representada en este acto por [ ], en cumplimiento de lo dispuesto en el contrato de Arrendamiento (el “**Arrendamiento**”) de fecha [ ] 2021, entre [ ], como arrendador (el “**Arrendador**”) y **AEROVÍAS DE MÉXICO, S.A. DE C.V.** como arrendataria (la “**Arrendataria**”), respecto a una aeronave marca Boeing modelo 737 Max [8][9] [ ], con número de serie del fabricante [ ] (la “**Aeronave**”), otorga en favor del Arrendador así como en favor de los señores Carlos Alberto Sierra Navarro, Viridiana Barquín Ramírez, Julio Sergio Vargas Sandiel, Ángel Misael Arellano García, Vera Gabriela García Corral, Jessi Saba Mussali, Gerardo Reyes Espinosa, Andrés Angulo Belaunzarán, Adriana Hernández Sánchez, y Juan Pablo Fraga Salomón (en lo sucesivo los “**Apoderados**”), un poder especial irrevocable para pleitos y cobranzas y para actos de administración, para ser ejercitado de manera conjunta o separadamente con las facultades especiales que conforme a la ley requieran cláusula especial dentro de la República Mexicana, de conformidad con los términos establecidos en los dos primeros párrafos del artículo 2554 (dos mil quinientos cincuenta y cuatro) del Código Civil para el Distrito Federal de los Estados Unidos Mexicanos y sus artículos concordantes de los diversos Códigos que rigen en los Estados de la República Mexicana, así como en cualquier parte de los Estados Unidos de América, o cualquier otra jurisdicción donde la Aeronave pueda localizarse.

Los Apoderados única y exclusivamente podrán ejercer los poderes otorgados para llevar a cabo cualquiera de las siguientes acciones: (i) solicitar y

**AEROVÍAS DE MÉXICO, S.A. DE C.V.**, herein represented by [ ]<sup>1</sup>, in compliance with the Lease Agreement (the “**Lease**”) dated [ ] 2021, among [ ], as lessor (the “**Lessor**”), and **AEROVÍAS DE MÉXICO, S.A. DE C.V.**, as lessee (the “**Lessee**”), relating one (1) Boeing aircraft model 737 Max [8][9] [ ], bearing manufacturer’s serial number [ ], (the “**Aircraft**”), grants in favour of the Lessor as well as in favour of Carlos Alberto Sierra Navarro, Viridiana Barquín Ramírez, Julio Sergio Vargas Sandiel, Ángel Misael Arellano García, Vera Gabriela García Corral, Jessi Saba Mussali, Gerardo Reyes Espinosa, Andrés Angulo Belaunzarán, Adriana Hernández Sánchez, and Juan Pablo Fraga Salomón (hereinafter the “**Attorneys-in-fact**”), an irrevocable special power of attorney for litigation and collections and for administration acts, to be exercised jointly or separately with the special capacities that by law require a special clause, to be exercised in accordance to the terms established in the first two paragraphs of article 2554 (two thousand five hundred and fifty four) of the Civil Code For the Federal District of the United Mexican States and its concordant articles of the several Codes ruling in the states of the Mexican Republic; as well as within anywhere in the United States of America, or in any other jurisdiction where the Aircraft may be located.

The Attorneys-in-fact may exercise the granted powers solely and exclusively in order to conduct any of the following actions: (i) to

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<sup>1</sup> Lessor’s name to be inserted.

obtener la baja del registro y marcas de nacionalidad y matrícula (cancelación de registro) de la Aeronave del registro correspondiente, ya sea en los Estados Unidos Mexicanos o de su equivalente en los Estados Unidos de América; (ii) solicitar a la Dirección General de Aeronáutica Civil de los Estados Unidos Mexicanos o a su equivalente de los Estados Unidos de América, que comuniquen la cancelación de la matrícula a cualquier autoridad nacional o extranjera; (iii) solicitar y obtener la baja de la Aeronave de los permisos de operación de la Arrendataria ante la Dirección General de Aeronáutica Civil, (iv) solicitar y obtener de la misma autoridad la autorización para el vuelo y transporte de la Aeronave fuera del territorio de los Estados Unidos Mexicanos; (v) realizar todos los trámites necesarios y conducentes a la exportación de la Aeronave y a la transportación de la misma fuera del territorio de los Estados Unidos Mexicanos, los Estados Unidos de América o de cualquier otra jurisdicción en que la misma se encuentre o llegue a encontrarse; (vi) notificar la terminación del Arrendamiento al Registro Aeronáutico Mexicano o a cualquier otra autoridad para los fines conducentes, (vii) con el fin de llevar a cabo la cancelación de la matrícula y obtener la baja de la Aeronave de los permisos de operación de la Arrendataria ante la Dirección General de Aeronáutica Civil; suscribir cualquier documento incluyendo sin limitar, la ejecución o ratificación del convenio de terminación del Arrendamiento en la forma que se requiera y (x) llevar a cabo cualquier acto o trámite relacionado con cualquier transacción relacionada con el Arrendamiento o la Aeronave y, respecto de los mismos, interponerse y desistirse de cualquier acción o procedimiento incluido el amparo; para promover acusaciones penales, para actuar como coadyuvante del Ministerio Público, para articular y la liberar posiciones, y conceder el perdón, para liberar los procedimientos iniciados, y suscribir transacciones.

request and obtain the cancellation of the Aircraft registration marks from the corresponding registry whether in the United Mexican States or in its equivalent in the United States of America; (ii) to request to the General Directorate of Civil Aeronautics of the United Mexican States, or to its equivalent in the United States of America to communicate the cancellation of the registration to any national or foreign authority; (iii) to request and obtain the removal of the Aircraft from the Lessee's operating permits before the General Directorate of Civil Aeronautics; (iv) to request and to obtain authorization from the same authority for the ferry flight of the Aircraft and the transportation of the Aircraft out of the territory of the United Mexican States (v) to perform all the necessary and related formalities for the exportation of the Aircraft and the transportation thereof out of the territory of the United Mexican States, the United States of America or from any other jurisdiction where the same may be located or where it may be found; (vi) to notify the termination of the Lease to the Mexican Aeronautic Registry or to any other authority for the corresponding effects; (vii) in order to request and obtain the cancellation of the Aircraft registration marks and to request and obtain the removal of the Aircraft from the Lessee's operating permits before the General Directorate of Civil Aeronautics; execute any documents required for the purposes aforementioned, including without limitation, the execution or ratification of a termination agreement of the Lease, in the required form; (x) to perform all acts or filings in connection with any transaction related to the Lease or the Aircraft and, in respect thereto, to interpose and abandon any action or proceeding including the "*amparo*"; to promote criminal accusations, to act as coadjutor of the office of the Public Prosecutor, to articulate and release positions, and grant pardon, release of initiated proceedings, and celebrate transactions.

Única y exclusivamente para los fines para los que es otorgado el presente poder especial, los Apoderados, de manera enunciativa tendrán todas las facultades necesarias para representar a la Arrendataria ante todas y cualesquiera autoridades

Solely and exclusively for the purposes for which this special power of attorney is granted,

ya sean federales, estatales o municipales de los Estados Unidos Mexicanos y/o de los Estados Unidos de América, incluyendo de manera enunciativa mas no limitativa la Secretaría de Comunicaciones y Transportes, Dirección General de Aeronáutica Civil, el Registro Aeronáutico Mexicano, , la Dirección General de Aduanas de la Secretaría de Hacienda y Crédito Público, la Administración de Aduanas de los Estados Unidos de América, la Administración de Aviación Federal de los Estados Unidos de América y el Departamento de Transporte de los Estados Unidos de América y/o cualesquiera otras entidades, agencias o autoridades que en el futuro asuman las funciones de las anteriormente citadas (indistintamente, las “**Autoridades**”).

Para todos los efectos previstos en este poder, el término Aeronave incluirá: (a) cualesquiera motores instalados en la Aeronave o que en el futuro sustituyan a los anteriormente citados de acuerdo con los términos del Arrendamiento; y (b) cualesquiera partes, equipo, accesorios, componentes, registros y documentación instalados en la Aeronave o que en el futuro puedan ser instalados en sustitución de los mismos conforme al Arrendamiento o bien que sean pertenecientes a la Aeronave.

Este poder se confiere con el carácter de irrevocable en términos del artículo 2596 del Código Civil Federal en virtud de que su otorgamiento ha sido acordado como una condición dentro del Arrendamiento.

Este poder solo podrá ser ejercido en caso de que ocurra y continúe un Caso de Incumplimiento (como se define en el Arrendamiento) o en caso de terminación del Arrendamiento.

Este Poder se otorga para ser ejercitado en los Estados Unidos Mexicanos y/o en los Estados Unidos de América y/o cualquier otra jurisdicción donde la Aeronave pudiese

the Attorneys-in-fact, enunciatively shall have all the necessary capacities to represent the Lessee before all and any federal, state or municipal authorities of the United Mexican States and/or of the United States of America, including, in enunciatively although not limitative form the Secretary of Communications and Transport, the General Directorate of Civil Aeronautics, the Mexican Aeronautic Registry, the General Directorate of Customs of the Ministry of Finance and Public Credit, the Customs Administration of the United States of America, the Federal Aviation Administration of the United States of America and the Department of Transportation of the United States of America and/or any other entities, agencies or authorities that in the future may assume the functions of the aforementioned (indistinctively, the “**Authorities**”).

For all effects contained in this power of attorney, the term Aircraft shall include: (a) any engines installed on the Aircraft or that in the future may substitute above cited in accordance with the terms of the Lease; and (b) any parts, equipment, accessories, components, records and documentation installed on the Aircraft or which in the future may be installed in substitution of the same pursuant to the Lease or that may belong to the Aircraft.

This power of attorney is granted with irrevocable status pursuant to Article 2596 of the Mexican Federal Civil Code, by virtue of the fact that the granting hereof has been agreed as a condition in the Lease.

This power of attorney may be exercised only upon an Event of Default (as defined in the Lease) which is continuing or termination of the Lease.

This power of attorney is granted to be exercised

encontrarse.

in the United Mexican States and/or in the  
United States of America and/or any other  
jurisdiction where the Aircraft may be located.

Este poder es otorgado en Inglés, con una  
traducción al español, la cual deberá ser  
considera precisa en todas sus partes.

This power is granted in English with a Spanish  
translation, which shall be considered accurate in  
all its parts.

Finalmente la Arrendataria conviene además en no  
otorgar ningún otro poder similar al contenido en  
el presente instrumento para la realización de los  
actos previstos en el mismo con respecto a la  
Aeronave, en favor de persona alguna distinta de  
los Apoderados mencionados en el presente, salvo  
que así lo solicite el Arrendador de conformidad  
con lo establecido en el Arrendamiento.

Lastly, the Lessee further agrees to not grant any  
other powers of attorney similar to the one  
contained in this instrument for the performance  
of the acts foreseen herein with respect to the  
Aircraft, in favour of any person other than the  
Attorneys -in-fact mentioned in this document,  
except that it is authorized by Lessor pursuant to  
the Lease.

[       ]

Por:

[       ]

Nombre:

By:

Título:

Name:

Title:



## **SCHEDULE 13**

### **PRE-APPROVED SUBLESSEES<sup>2</sup>**

Aer Lingus  
Air Canada  
Air China  
Air Europa  
Air France  
Air New Zealand  
Alaska Airlines  
Allegiant Air  
American Airlines  
ANA-All Nippon Airways  
Asiana Airlines  
Austrian Airlines  
British Airways  
Brussels Airlines  
Cathay Pacific  
China Eastern Airlines  
China Southern Airlines  
Copa Airlines  
Delta Air Lines  
Dragon Air  
EasyJet  
El Al  
Emirates Airlines  
Etihad Airways  
Eurowings  
Finnair  
Frontier Airlines  
Germanwings  
GOL  
Hainan Airlines  
Hawaiian Airlines  
Hong Kong Airlines  
Hong Kong Express Airways  
Iberia  
Icelandair  
Interjet  
Japan Airlines  
Jeju Air  
Jet2  
JetBlue Airways  
Jetstar  
KLM Royal Dutch Airlines  
Korean Air  
LATAM

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<sup>2</sup> Pre-Approved Sublessees are subject to change pursuant to Clause 10.3(e) of the Lease.

Lufthansa  
Niki  
Norwegian  
Qantas  
Qatar Airways  
Ryanair  
SAS  
Shandong Airlines  
Shanghai Airlines  
Shenzhen Airlines  
Sichuan Airlines  
Silk Air  
Singapore Airlines  
South African Airways  
Southwest Airlines  
Spirit Airlines  
Swiss  
Thomas Cook  
Tigerair  
Transavia  
TUI Travel  
Turkish Airlines  
United Airlines  
Vietnam Airlines  
Virgin Atlantic Airways  
Virgin Australia  
VivaAerobus  
Volaris  
Vueling Airlines  
WestJet  
Wizz Air  
Xiamen Airlines

**SCHEDULE 14**

**FORM OF REDELIVERY ACCEPTANCE CERTIFICATE**

This Redelivery Acceptance Certificate (this "Certificate") is delivered at the time and on the date set forth below by [●] (the "Lessor") to Aerovías De México, S.A. de C.V. (the "Lessee") pursuant to the Aircraft Lease Agreement dated \_\_\_\_\_ (as amended, modified or supplemented from time to time, the "Lease") in respect of one (1) Boeing 737 MAX [8][9] aircraft bearing manufacturer's serial number [\_\_\_\_\_] together with two (2) [REDACTED] engines bearing manufacturer's serial numbers \_\_\_\_\_ and \_\_\_\_\_ (the "Aircraft"). The capitalized terms used in this Redelivery Acceptance Certificate shall have the respective meanings given to such terms in the Lease.

Lessor hereby confirms that as at \_\_\_\_\_ hours on \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_:

- (a) the Aircraft satisfies the redelivery requirements of Schedule 8 of the Lease in all respects;
- (b) redelivery of the Aircraft (including the Engines) has been accepted by the Lessor; and
- (c) the Term of the Lease has terminated.

This Redelivery Acceptance Certificate may be executed and delivered by the parties hereto in separate counterparts.

This Redelivery Acceptance Certificate is executed and delivered by the parties at \_\_\_\_\_  
\_\_\_\_\_.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Redelivery Acceptance Certificate to be executed in their respective corporate names by their duly authorized representatives as of the day and year first above written.

[●]<sup>3</sup>

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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<sup>3</sup> Signature to be notarized by a Mexican notary public and/or notarized and apostilled.

[REDACTED]

## SCHEDULE 15

### FORM OF OWNER QUIET ENJOYMENT LETTER

[OWNER]

Re: Quiet Enjoyment Letter in relation to one Boeing 737 Max [8][9] aircraft [ ] with msn [ ]

Dear Sirs and Madams:

Reference is made to the Aircraft Lease Agreement dated [ ] 20[ ] (the “**Headlease**”) between [NAME OF OWNER] (“**Owner**”) and [NAME OF LESSOR] (“**Lessor**”) and the Aircraft Lease Agreement dated [ ] 20[ ] (the “**Lease**”) between Lessor and Aerovías de México, S.A. de C.V. (“**Airline**”). Words and expressions defined in the Lease shall have the same meanings when used in this letter (unless the context otherwise requires).

1. Owner hereby covenants to and with Airline that:

(a) provided no Event of Default has occurred and is continuing and provided that the Lease shall not have been otherwise terminated, none of Owner nor any Person lawfully claiming by, through or under it shall take or cause to be taken any action to interfere with Lessee’s or any Permitted Sublessee’s right to use, possession and quiet enjoyment of the Aircraft;

(b) it will undertake and perform the obligations of “Owner” under the Lease (whether as an Indemnatee or otherwise); and

(c) it will not assign, transfer, novate or otherwise dispose of all or any portion of its right, title or interest in and to any Operative Document or the Aircraft other than in accordance with Clause 21.2 of the Lease.

2. Owner represents and warrants to Lessee on the date hereof by reference to the facts and circumstances existing on such date that:

(a) **Status:** Owner is duly organized and validly existing [and in good standing]<sup>4</sup> under the laws of [ ] and is a tax resident of [ ] for purposes of the [ ];

(b) **Power and Authority:** (i) Owner has the power and authority to carry on its business as presently being conducted and to enter into and perform its obligations under the Operative Document to which it is a party, (ii) Owner has taken all necessary corporate action to authorize the entry into, the delivery of, and the performance by it of each Operative Document to which it is a party, and (iii) each Operative Document to which Owner is a party has been duly executed and delivered by Owner;

(c) **Legal validity:** each Operative Document to which Owner is a party constitutes (or when executed and delivered will constitute) its valid, legal and binding obligation enforceable against it in accordance with its terms except insofar as enforceability may be

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<sup>4</sup> The text “and in good standing” to be deleted if Owner is an Irish entity.

limited by (i) applicable bankruptcy and similar laws afflicting creditors' rights generally or (ii) general principles of equity;

- (d) **Non-conflict:** the entry into and performance by Owner of, and the transactions contemplated by, each Operative Document to which it is a party, does not and will not: (i) conflict with any Laws or Regulations applicable to Owner; or (ii) conflict with the constitutional documents of Owner; or (iii) conflict with or result in default under any document which is binding upon Owner or any of Owner's assets nor result in the creation of any Security Interest over any of Owner's assets other than Lessor Liens in favor of the Financing Parties Representative;
- (e) **Approvals and Consents:** no consent, approval, order or authorization of giving of notice to, or registration with, or taking of any other action in respect of any governmental authority or agency required for the execution and delivery of or the carrying out by Owner of any of the transactions contemplated hereby or by this Agreement or any other Operative Document to which Owner is a party, other than any such consent, approval, order, authorization registration, notice or action as has been duly obtained, given or taken; and
- (f) **No Litigation:** no litigation, arbitration or administration proceedings are pending or to its knowledge threatened before any court or administrative agency against Owner which could reasonably be expected to have a material adverse effect upon the Owner's ability to perform its obligations under any Operative Document.

This letter may be executed in counterparts.

This letter shall in all respects be governed by and construed in accordance with the laws of the State of New York, applicable to contracts made and to be performed entirely within such state without regard to conflict of laws principles (other than the provisions of section 5-1401).

[●]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and agreed:

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## SCHEDULE 16

### FORM OF TECHNICAL REPORT

## MAINTENANCE STATUS REPORT

### AIRCRAFT SUMMARY REPORT

Report Period from \_\_\_\_\_ to \_\_\_\_\_

Aircraft Specification	
<b>Manufacturer</b>	
<b>Type</b>	
<b>Model</b>	
<b>Serial number</b>	
<b>Date of Manufacture</b>	
<b>Current Registration</b>	
<b>Current Operator</b>	
<b>Aircraft Operating Limitation</b>	

Airframe Status	
<b>Total Airframe Hours</b>	
<b>Total Airframe Cycles</b>	
<b>Prior Quarter Airframe Hours</b>	
<b>Prior Quarter Airframe Cycles</b>	
<b>Next Due C Check</b>	

Main Engines (Currently Installed)		
<b>Manufacturer</b>		
<b>Position</b>		
<b>Serial number</b>		
<b>Time Since New</b>		
<b>Cycles Since New</b>		
<b>Time Since OH</b>		
<b>Cycles Since OH</b>		
<b>Last OH Date</b>		
<b>Current Operated Engine Thrust Rating</b>		



<b>Main Engines (Delivered with A/C)</b>		
<b>Manufacturer</b>		
<b>Aircraft or Location</b>		
<b>Position</b>		
<b>Serial number</b>		
<b>Time Since New</b>		
<b>Cycles Since New</b>		
<b>Time Since OH</b>		
<b>Cycles Since OH</b>		
<b>Last OH Date</b>		
<b>Current Operated Engine Thrust Rating</b>		

<b>APUs (Delivered with A/C)</b>	
<b>Manufacturer</b>	
<b>Aircraft or Location</b>	
<b>Position</b>	
<b>Part number</b>	
<b>Serial number</b>	
<b>Time Since New</b>	
<b>Cycles Since New</b>	
<b>Time Since OH</b>	
<b>Cycles Since OH</b>	
<b>Last OH Date</b>	

Installed Auxiliary Power Unit (APU)	
<b>Manufacturer</b>	
<b>Position</b>	
<b>Part number</b>	
<b>Serial number</b>	
<b>Flight Time Since New</b>	
<b>Flight Cycles Since New</b>	
<b>Time Since OH</b>	
<b>Cycles Since OH</b>	
<b>Last OH Date</b>	
<b>APU Hours Since New</b>	
<b>APU Cycles Since New</b>	

Landing Gears			
<b>Manufacturer</b>			
<b>Position</b>			
<b>Part number</b>			
<b>Serial number</b>			
<b>Time Since New</b>			
<b>Cycles Since New</b>			
<b>Time Since OH</b>			
<b>Cycles Since OH</b>			
<b>Last OH Date</b>			

**Annex 2**

**Lease Amendment No. 2**

## LEASE AMENDMENT AGREEMENT NO. 2

**THIS LEASE AMENDMENT AGREEMENT NO. 2** (this "**Amendment**") is dated as of \_\_\_\_\_ 2021 and made among:

- (1) **PAAL ARIES COMPANY LIMITED**, a private company limited by shares incorporated in Ireland with its registered office at 2 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland (the "**Lessor**");
- (2) **AEROVÍAS DE MÉXICO, S.A. DE C.V.**, a company organised and existing under the laws of the United Mexican States and having its principal office at Paseo de la Reforma, No. 243, Piso 25, Colonia Cuauhtémoc, Alcaldía Cuauhtémoc, Mexico City, 06500, Mexico (the "**Lessee**"); and
- (3) **CLOVER AIRCRAFT LEASING COMPANY LIMITED**, a private company limited by shares and incorporated in Ireland (registered no. 568257) whose registered office is at 2 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland (the "**Lessor Guarantor**").

### WHEREAS:

- (A) The Lessor and the Lessee have previously entered into that certain Aircraft Lease Agreement dated as of 5 March 2018 (as the same may be amended, supplemented or otherwise modified from time to time in accordance with its provisions, the "**Lease**"), pursuant to which Lessor is leasing to Lessee one (1) Boeing 737 MAX 8 aircraft with manufacturer serial number 43705 and Mexican registration mark XA-MAK, together with two [REDACTED] engines bearing manufacturer's serial numbers 602361 and 602385.
- (B) The Lessor Guarantor has guaranteed the Lessor's obligations under the Lease pursuant to that certain Guarantee dated as of 27 November 2019 by the Lessor Guarantor in favour of the Lessee (the "**Guarantee**").
- (C) The Lessor and the Lessee have previously entered into that certain *Stipulation and Order Between Certain Debtors and Counterparties Concerning Certain Equipment* [ECF 411] effective for the Stipulation Period (as defined therein).
- (D) The Lessor and the Lessee have agreed to amend the Lease on the terms set out herein.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

Capitalised terms used in this Amendment and not otherwise defined herein shall have the respective meaning given to them in the Lease.

## 1.2 Interpretation

The provisions of Clause 1 (*Interpretation*) of the Lease are hereby incorporated in this Amendment *mutatis mutandis*.

## 2. AMENDMENTS

The Lessor and the Lessee agree that, subject to and upon the Bankruptcy Court Order becoming a Final Order, the following amendments are made to the Lease:

### 2.1 Clause 5 of the Lease is deleted in its entirety and replaced with the following:

#### “5. RENT

##### 5.1 Fixed Rent Periods

- (a) The Term shall be divided into (i) the PBH Period (as defined below) and (ii) after the PBH Period, successive periods (each a “**Fixed Rent Period**”) in respect of which Fixed Rent shall accrue and be payable.
- (b) The first Fixed Rent Period shall commence on the date immediately following the last day of the PBH Period (the “**Transition Date**”) and each subsequent Fixed Rent Period shall commence on the date immediately following the last day of the previous Fixed Rent Period.
- (c) Each Fixed Rent Period shall be of one month’s duration except that (i) the first Fixed Rent Period shall end on the sixteenth day of the calendar month in which the Transition Date occurs and (ii) with respect to the final Fixed Rent Period, if it would not otherwise end on the Expiry Date, it shall end on the Expiry Date.

##### 5.2 PBH Period

- (a) The PBH Rent shall be paid for the period commencing on the Bankruptcy Court Order becoming a Final Order until the earlier of (i) [REDACTED] and (ii) the last day of the calendar month in which that the Lessee’s fleetwide average utilization for the same aircraft type as the Aircraft reaches a minimum of [REDACTED]% of the monthly utilization for each of the [REDACTED] consecutive months corresponding to the same months from [REDACTED], as set forth in Clause 7 of the Financial Terms Annex (the “**PBH Period**”).
- (b) For each calendar month (or part thereof) in the PBH Period during the Term, Lessee will provide a utilization report to Lessor by the [REDACTED] day of the immediately succeeding calendar month and make a payment of the PBH Rent by the later of (x) the [REDACTED] day of such calendar month and (y) [REDACTED] after receiving Lessor’s invoice in respect of the PBH Rent (each such later date, a “**PBH Rent Date**”).

##### 5.3 Rent Date

During the PBH Period, Lessee shall pay the PBH Rent to Lessor in arrears on each PBH Rent Date. During each Fixed Rent Period, Lessee shall pay Fixed Rent to Lessor in advance on the last day of each Fixed Rent Period (each, a “**Fixed Rent Date**”). Lessee shall initiate payment adequately in advance of each Fixed Rent Date to ensure that Lessor receives the payment for value on each Fixed Rent Date.

5.4 **Rent**

- (a) Fixed Rent payable from the Transition Date in respect of each Fixed Rent Period is set forth in Clause 1 of Part A of the Financial Terms Annex.
  - (b) PBH Rent payable in respect of the PBH Period shall be calculated as set forth in Clause 1 of Part A of the Financial Terms Annex.
  - (c) If any Fixed Rent Period has a duration of less than a month, the Fixed Rent payable for that Fixed Rent Period shall be prorated by multiplying the amount of the Fixed Rent for that Fixed Rent Period by a fraction the numerator of which is the number of days in that Fixed Rent Period and the denominator of which is 30.”
- 2.2 Clause 19.1(h) of the Lease is amended by adding the words, “Other than in respect of the Bankruptcy Cases,” to the beginning of the clause prior to the word “Lessee”.
- 2.3 Clause 19.1(i) of the Lease is amended by adding the words, “Other than in respect of the Bankruptcy Cases,” to the beginning of the clause, immediately before sub-clause (i).
- 2.4 Clause 19.1(j) of the Lease is amended by adding the words, “, other than in respect of the Bankruptcy Cases,” at the very end of the clause prior to the semicolon.
- 2.5 Clause 19.1 of the Lease is amended by adding a new Clause 19.1(r) as follows:  
“**Bankruptcy Cases:** any one of the following occurs, in each case without prior written consent of the Lessor:
- (i) Lessee files a Chapter 11 plan that contemplates the liquidation of all or substantially all of Lessee's assets; or
  - (ii) the Bankruptcy Cases are converted to cases under Chapter 7 of the Bankruptcy Code, or Lessee files or acquiesces in any motion or other pleading seeking such conversion; or
  - (iii) a trustee or examiner is appointed in the Bankruptcy Cases, or Lessee files or acquiesces in any motion or other pleading seeking such appointment; or
  - (iv) Lessee files any motion or other pleading seeking to reverse, stay, modify or vacate the approval of the Second Amendment, this Lease, any Companion Agreement or any amendment in respect of any Companion Agreement and the transactions contemplated hereby or thereby or any other relief that is inconsistent with the terms of the Second Amendment, this Lease, any Companion Agreement or any amendment in respect of any Companion Agreement.”
- 2.6 Clause 19 of the Lease is amended by adding the following at the end of such clause:
- “Notwithstanding the foregoing provisions of this Clause 19.1 (*Events of Default*), no Event of Default for purposes of this Clause 19.1 of this Agreement and no Companion Agreement Event of Default referenced in Clause 19.1(f) of this Agreement shall arise solely as a result of the commencement or continuance of the Bankruptcy Cases or the financial conditions giving rise to the Bankruptcy Cases.”

- 2.7 The notice details for the Lessee as stated in Clause 23.2 of the Lease shall be deleted and replaced as follows:

[REDACTED]

- 2.8 Clause 1.1 of Schedule 1 (*Definitions and Construction*) to the Lease is amended by adding the following defined terms in alphabetical order:

“**AFAC**” means the *Agencia Federal de Aviación Civil* of the *Secretaría de Comunicaciones y Transportes de México* and each other Mexican governmental airworthiness authority having authority with respect to the Aircraft that is comparable to the authority of the FAA and any successor thereto;

“**Bankruptcy Cases**” means the Chapter 11 cases commenced by Lessee and its affiliates on June 30, 2020 and pending in the Bankruptcy Court under the lead case no. 20-11563 and all affiliated and associated filings and proceedings in any other court or jurisdiction relating to such cases;

“**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C. §101 *et seq.*;

“**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of New York;

“**Bankruptcy Court Order**” means an order entered by the Bankruptcy Court substantially in the form attached to the Installment Purchase Agreement Amendment as Exhibit 1 (*Bankruptcy Court Order*) or otherwise in form and substance acceptable to the parties hereto;

“**Final Order**” means an order or judgment, the operation or effect of which has not been reversed, stayed, modified, or amended, and as to which order or judgment (or any reversal, stay, modification, or amendment thereof) (a) the time to appeal, seek certiorari, or request reargument or further review or rehearing has expired and no appeal, petition for certiorari, or request for reargument or further review or rehearing has been timely filed, or (b) any appeal that has been or may be taken or any petition for certiorari or request for reargument or further review or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, from which certiorari was sought, or to which the request was made, and no further appeal or petition for certiorari or request for reargument or further review or rehearing has been or can be granted; provided, however, with respect to either of the foregoing, no order or judgment shall fail to be a final order solely because of the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed with respect to such order or judgment;

“**Fixed Rent**” has the meaning given to it in Clause 1 of Part A of the Financial Terms Annex

“**Fixed Rent Date**” has the meaning given to it in Clause 5.3 (*Rent Date*);

“**Fixed Rent Period**” has the meaning given to it in Clause 5.1 (*Fixed Rent Periods*);

“**Installment Purchase Agreement Amendment**” means the Installment Purchase Agreement Amendment dated as of \_\_\_\_\_, 2021 among Seller, Lessee, Purchaser and Lessor Guarantor;

“**PBH Period**” has the meaning given to it in Clause 5.2 (*PBH Period*);

“**PBH Rent**” has the meaning given to it in Clause 1 of Part A of the Financial Terms Annex;

“**PBH Rent Date**” has the meaning given to it in Clause 5.2 (*PBH Period*);

“**Second Amendment**” means the Lease Amendment Agreement No. 2 dated \_\_\_\_\_, 2021 among Lessor, Lessee and Lessor Guarantor;

“**Transition Date**” has the meaning given to it in Clause 5.1(b).

- 2.9 The following definitions in Clause 1.1 of Schedule 1 (*Definitions and Construction*) to the Lease shall be deleted in their entirety and replaced with the following:

“**Base Lease Term**” means the period beginning on and including the Delivery Date and ending on the Scheduled Expiry Date, or such earlier date on which the Term terminates in accordance with the provisions of this Agreement;

“**Companion Aircraft**” means the Boeing 737 MAX 8 and the Boeing 737 MAX 9 aircraft bearing manufacturer's serial numbers 43705, 43710, 43708, 43727, 43719, 43717, 43718, 43720, 43721 or 43761, other than the Aircraft, or, if the Airframe Manufacturer has revised any such serial number, bearing such revised manufacturer's serial number as the Airframe Manufacturer notifies to Lessee;

“**Delivery Date**” means [REDACTED];

“**Installment Purchase Agreement**” means that certain Installment Purchase Agreement dated as of October 27, 2017 among Seller, Lessee and Purchaser, with respect to the Aircraft and the Companion Aircraft, as amended by the Installment Purchase Agreement Amendment;

“**Rent**” means the PBH Rent and the Fixed Rent, as applicable;

“**Rent Date**” means each PBH Rent Date and Fixed Rent Date, as applicable;

“**Rent Period**” means (i) each calendar month or part thereof during the PBH Period and/or (ii) each Fixed Rent Period, as applicable;

“**Scheduled Expiry Date**” means [REDACTED];

“**Structural Check**” means a heavy structural, zonal and systems inspection of the Aircraft (and resulting repairs, if any) which includes a C Check and accomplishes all structural tasks recommended in the MPD for performance at nine (9) or fifteen (15) years or as recommended by the then-current MPD and such additional major structural, zonal and systems tasks performed concurrently therewith as may then be due to clear the Aircraft for a maintenance interval equal to the C Check intervals recommended by the MPD.

- 2.10 The definition of “DGAC” in Clause 1.1 of Schedule 1 (*Definitions and Construction*) to the Lease shall be deleted in its entirety and all references to “DGAC” in the Lease shall instead be construed as references to “AFAC”.
- 2.11 The definition of "Operative Documents" in the Lease shall be amended to include a reference to this Amendment.
- 2.12 Any reference in the Lease and/or in the Operative Documents thereto to any of the terms listed above shall be construed and interpreted as a reference to the newly defined terms above.



- 2.13 Clause 1 of Part A of the Financial Terms Annex is deleted in its entirety and replaced with the following:

“1. Rent

**PBH Rent**

During the PBH Period, PBH Rent for a calendar month will be calculated in accordance with the following formula:

[REDACTED]

**Fixed Rent**

For each Fixed Rent Period during the Base Lease Term, the amount of \$[REDACTED] shall be payable in advance on each Fixed Rent Date during the Base Lease Term (the “**Fixed Rent**”).”

- 2.14 Clause 6 of Part A of the Financial Terms Annex is deleted in its entirety and replaced with the following:

“6. Approved Appraisers

The appraisers for purposes of Clause 4.2.2(b) of the Agreement are: [REDACTED].”

- 2.15 A new Clause 7 shall be added to Part A of the Financial Terms Annex as follows:

7. Lessee Historical Utilization for Boeing 737 MAX 8 aircraft

[REDACTED]

- 2.16 Lessor and Lessee acknowledge that prior to the date hereof the Lessor applied the Security Deposit toward the discharge of Lessee’s obligations under the Lease. Notwithstanding anything in the Lease to the contrary, Lessor shall have no obligation to return the Security Deposit to Lessee at the termination of the Lease and Lessee shall have no obligation to restore the Security Deposit in accordance with Clause 6.3(c) of the Lease from the date the Bankruptcy Court Order becomes a Final Order.

3. **REPRESENTATIONS AND WARRANTIES**

3.1 **Lessee’s Representations and Warranties**

Lessee represents and warrants to Lessor and Lessor Guarantor on the date of execution of this Amendment and upon the date the Bankruptcy Court Order becomes a Final Order that:

- (a) **Status:** Lessee is a company duly incorporated and validly existing under the laws of the State of Incorporation;
- (b) **Power and Authority:** subject to the approval by the Bankruptcy Court of the transactions contemplated by this Amendment, (i) Lessee has the company power and authority to lease or own its assets and to carry on its business as presently being conducted and to enter into and perform its obligations under

this Amendment, (ii) Lessee has taken all necessary company action to authorize the entry into, performance and delivery of, this Amendment, and (iii) this Amendment has been duly executed and delivered by Lessee;

- (c) **Legal validity:** subject to the approval by the Bankruptcy Court of the transactions contemplated by this Amendment, this Amendment constitutes (or when executed and delivered will constitute) legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with its terms, except insofar as enforceability may be limited by (i) applicable bankruptcy and/or similar laws affecting creditors' rights generally, or (ii) general principles of equity;
- (d) **Non-conflict:** the entry into and performance by Lessee of, and the transactions contemplated by, this Amendment, does not and will not: (i) conflict with any Laws or Regulations applicable to Lessee; or (ii) conflict with the organizational documents of Lessee; or (iii) conflict with or result in default under any document which is binding upon Lessee or any of its assets nor result in the creation of any Security Interest over any of its assets (other than as contemplated hereby and thereby);
- (e) **Licenses and permits:** Lessee holds all material licenses, certificates, permits and approvals necessary for the conduct of its business and the performance of its obligations under this Amendment;
- (f) **Approvals and Consents:** all authorizations, approvals, consents and notifications required by Lessee in connection with the entry into, performance, validity and enforceability of, this Amendment and the transactions contemplated by this Amendment, have been (or will be on the date the Bankruptcy Court Order becomes a Final Order) obtained or effected (as appropriate) and are (or will on their being obtained or effected be) in full force and effect;
- (g) **Registrations and Filings:** except for the filings contemplated by Section 5 (*Lessee Undertakings*) of this Amendment, no filing or recording of any instrument or document is necessary under the laws of the State of Incorporation or the State of Registration in order to ensure the validity, effectiveness and enforceability of this Amendment or to establish, perfect or protect the rights and interests of Lessor in the Aircraft and this Amendment against Lessee and all other Persons;
- (h) **Sanctions:**
  - (i) neither Lessee nor, to Lessee's knowledge, any directors, employees or officers of Lessee or any Affiliates of Lessee:
    - (A) is a Prohibited Person;
    - (B) is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person;
    - (C) owns or controls a Prohibited Person; or

- (D) has violated or is in violation of any Sanctions or is or has engaged in any conduct that would provide a basis for it to be designated as a subject of Sanctions;
- (ii) neither Lessee nor, to its knowledge, any Lessee's Affiliate has contracted and/or is otherwise obliged to operate the Aircraft to or from or in an Prohibited Country unless applicable consents, exemptions or licenses have been obtained or apply in respect of such contracts, obligations or operations without the need for further action;
- (iii) the making or receipt of any payments by or on behalf of Lessee pursuant to the Operative Documents or by or on behalf of a Permitted Sublessee pursuant to a Permitted Sublease then in effect does not contravene any Sanctions;
- (iv) neither Lessee nor, to its knowledge, any director, officer, employee or any Lessee's Affiliates, has failed to comply with any Anti-Corruption Laws;
- (v) Lessee has instituted and maintains policies and procedures designed to prevent bribery and corruption by Lessee;
- (vi) Lessee is conducting its operations at all times in material compliance with Anti-Money Laundering Laws and no action, suit or proceeding by or before any court or governmental or regulatory agency, authority or body or any arbitrator involving Lessee with respect to the Anti-Money Laundering Laws is pending or, to its knowledge, threatened;
- (i) **No Litigation:** other than in connection with the Bankruptcy Cases, no litigation, arbitration or administrative proceedings are pending or, to Lessee's knowledge, threatened before any court or administrative agency against Lessee which, could reasonably be expected to have a material adverse effect upon Lessee's ability to perform its obligations under this Amendment;
- (j) **No Default or Event of Default:** no Event of Default (as defined in the Lease as amended by this Amendment) nor any condition, event or act that, with the giving of notice or the lapse of time or both, would constitute an Event of Default (as defined in the Lease as amended by this Amendment) has occurred and is continuing or will result from the entry into or performance of this Amendment by Lessee; and
- (k) **No Total Loss:** no Total Loss has occurred in respect of the Aircraft.

### 3.2 Lessor's Representations and Warranties

Lessor represents and warrants to Lessee on the date of execution of this Amendment and upon the date the Bankruptcy Court Order becomes a Final Order that:

- (a) **Status:** Lessor is duly organized and validly existing under the laws of Ireland and is a tax resident of Ireland for purposes of Irish law;

- (b) **Power and Authority:** (i) Lessor has the power and authority to carry on its business as presently being conducted and to enter into and perform its obligations under this Amendment, (ii) Lessor has taken all necessary corporate action to authorize the entry into, the delivery of, and the performance by it of this Amendment, and (iii) this Amendment has been duly executed and delivered by Lessor;
- (c) **Legal validity:** this Amendment constitutes (or when executed and delivered will constitute) its valid, legal and binding obligation enforceable against it in accordance with its terms except insofar as enforceability may be limited by (i) applicable bankruptcy and similar laws afflicting creditors' rights generally or (ii) general principles of equity;
- (d) **Non-conflict:** the entry into and performance by Lessor of, and the transactions contemplated by, this Amendment, does not and will not: (i) conflict with any Laws or Regulations applicable to Lessor; or (ii) conflict with the constitutional documents of Lessor; or (iii) conflict with or result in default under any document which is binding upon Lessor or any of Lessor's assets nor result in the creation of any Security Interest over any of Lessor's assets other than Lessor Liens in favor of the Financing Parties Representative;
- (e) **Approvals and Consents:** no consent, approval, order or authorization of giving of notice to, or registration with, or taking of any other action in respect of any governmental authority or agency required for the execution and delivery of or the carrying out by Lessor of any of the transactions contemplated hereby or by this Amendment, other than any such consent, approval, order, authorization registration, notice or action as has been duly obtained, given or taken; and
- (f) **No Litigation:** no litigation, arbitration or administration proceedings are pending or to its knowledge threatened before any court or administrative agency against Lessor which could reasonably be expected to have a material adverse effect upon the Lessor's ability to perform its obligations under this Amendment.

### 3.3 Lessor Guarantor's Representations and Warranties

Lessor Guarantor represents and warrants to Lessee on the date of execution of this Amendment and upon the date the Bankruptcy Court Order becomes a Final Order that:

- (a) **Status:** Lessor Guarantor is a private company limited by shares and incorporated under the laws of Ireland, with the power and authority to own its properties and to conduct its business as such properties are presently owned and such business is presently conducted;
- (b) **Power and Authority:** (i) Lessor Guarantor has the power and authority to carry on its business as presently being conducted and to enter into and perform its obligations under this Amendment, (ii) Lessor Guarantor has taken all necessary corporate action to authorize the entry into, the delivery of, and the performance by it of this Amendment, and (iii) this Amendment has been duly executed and delivered by Lessor Guarantor; and

- (c) **Legal validity:** this Amendment constitutes (or when executed and delivered will constitute) its valid, legal and binding obligation enforceable against it in accordance with its terms except insofar as enforceability may be limited by (i) applicable bankruptcy and similar laws afflicting creditors' rights generally or (ii) general principles of equity.

#### 4. **CONDITIONS PRECEDENT**

This Amendment shall become effective on the date to which each of the conditions precedent to be satisfied by the parties specified in Schedule 1 (*Conditions Precedent*) to this Amendment have been satisfied.

#### 5. **LESSEE UNDERTAKINGS**

Promptly after the Bankruptcy Court Order becomes a Final Order, the Lessee undertakes to complete the following:

- (a) register this Amendment as required by Clause 9.5 (*Registration and Protection*) of the Lease with the RAM;
- (b) provide to the Lessor an electronic copy of a certified Spanish translation of this Amendment; and
- (c) register the International Interests constituted by this Amendment as required by Clause 9.5 (*Registration and Protection*) of the Lease and provide copies of the AEP Codes issued by the RAM in respect of each International Interest to be registered with the International Registry pursuant to this Amendment and a copy of the priority search certificates of the International Registry in respect of the Airframe and each Engine evidencing such registrations.

#### 6. **GUARANTEE CONFIRMATION**

The Lessor Guarantor hereby unconditionally and irrevocably consents to the Lessor entering into this Amendment and ratifies and confirms the Guarantee, and unconditionally and irrevocably confirms that:

- (a) the Guarantee is and continues to be in full force and effect in accordance with its terms (as supplemented hereby); and
- (b) its obligations under the Guarantee shall extend to the Lessor's obligations under this Amendment and under the Lease as amended and supplemented hereby, and all monies, liabilities and obligations (whether actual or contingent, whether now existing or hereafter arising, whether or not for the payment of money, and including any obligation or liability to pay damages and any interest), which are now or which may at any time and from time to time hereafter be due, owing, payable or incurred or be expressed to be due, owing, payable or incurred from or by Lessor under this Amendment and/or under the Lease as amended and supplemented hereby.

#### 7. **MISCELLANEOUS**

##### 7.1 **Confirmation of Lease**

The Lease shall continue to be in full force and effect in accordance with its terms save as expressly amended by this Amendment.

## **7.2 Counterparts**

This Amendment may be executed in two or more counterparts each of which will be deemed an original but all of which together will constitute one and the same agreement.

## **7.3 Governing Law**

- (a) Pursuant to and in accordance with section 5-1401 of the New York General Obligations Law, the parties hereto agree that this Amendment and any claim, controversy or dispute arising under or related to this Amendment, and all issues concerning the relationship of the parties hereunder and the enforcement of the rights and duties of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York as applied to contracts to be performed wholly within the State of New York (exclusive of section 7-101 of the New York general obligations law which is inapplicable to this Amendment) without regard to any conflicts of law principles. The parties agree that this Amendment was delivered in the State of New York.
- (b) The foregoing election of the laws of the State of New York is without prejudice to the right of the Lessor to apply the laws of Mexico City or any other relevant jurisdiction to any repossession or other enforcement of rights under the Lease while the aircraft is located or registered in Mexico or such other jurisdiction.

## **7.4 Jurisdiction**

Pursuant to and in accordance with Section 5-1402 of the New York General Obligations Law, the Lessee, the Lessor and the Lessor Guarantor each irrevocably agrees that (i) the United States District Court for the Southern District of New York sitting in The Borough of Manhattan and any New York state court sitting in the County of New York, New York, and all related appellate courts, and (ii) the courts of the jurisdictions in which the Aircraft at the relevant time is located, including, without limitation, the courts of the City of Mexico, in the case of enforcement proceedings in respect of remedies hereunder, have non-exclusive jurisdiction to settle any disputes arising out of or relating to this Amendment or any of the other Operative Documents and submits itself and its property to the jurisdiction of the foregoing courts with respect to such dispute.

## **7.5 Waiver of objections**

Each of the Lessee, the Lessor and the Lessor Guarantor:

- (a) waives to the fullest extent permitted by Law any objection which it may now or hereafter have to the courts referred to in Clause 7.4 (*Jurisdiction*) above on grounds of inconvenient forum or otherwise as regards proceedings in connection with this Amendment;
- (b) waives to the fullest extent permitted by Law any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising

out of or relating to this Amendment brought in the courts referred to in Clause 7.4 (*Jurisdiction*); and

- (c) to the extent permitted by applicable Law, agrees that a judgment or order of any court referred to in Clause 7.4 (*Jurisdiction*) in connection with this Amendment is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction as if made by the highest court in that other jurisdiction and accordingly the Lessee will not seek to, nor be entitled to, contest and/or delay and/or obstruct registration or enforcement of any such judgment and/or award and/or order on grounds of public policy or otherwise.

#### **7.6 Waiver of sovereign immunity and other defences**

Each of the Lessee, the Lessor and the Lessor Guarantor irrevocably and unconditionally:

- (a) agrees that the transactions contemplated hereby are commercial in nature and that if the other brings legal proceedings against it or its assets in relation to this Amendment no sovereign or other immunity from such legal proceedings (which will be deemed to include suit, court jurisdiction, attachment prior to judgment, attachment in aid of execution of a judgment, other attachment, the obtaining of judgment, execution of a judgment or other enforcement or legal process or remedy) will be claimed by or on behalf of itself or with respect to its assets;
- (b) waives any such right of immunity which it or its assets now has or may in the future acquire and agrees that the foregoing waiver shall have the fullest extent permitted under the Foreign Sovereign Immunities Act of 1976 of the United States of America and is intended to be irrevocable for the purposes of such Act; and
- (c) waives any requirement, of any kind whatsoever, for the Lessor to provide any form of security in respect of the payment of any damages, costs, expenses or any other financial obligation resulting from the commencement or prosecution of proceedings or the making of or service of any order; and the Lessee undertakes (a) not to challenge the validity of any proceedings or the making of any orders without any requirement for the provision of such security, (b) to advise any court upon the Lessor's request that the Lessee requires no such security, and (c) to provide security itself for any third party claims arising out of or in connection with such proceedings and/or orders.

#### **7.7 Waiver of jury trial**

Each of the Lessee, the Lessor and the Lessor Guarantor hereby irrevocably and unconditionally waives any and all rights to a jury trial in respect of any claim or cause of action based upon or arising out of this Amendment or any dealings between them relating to the subject matter of the transactions contemplated hereby or the Lessor/Lessee relationship being established, including contract claims, tort claims, breach of duty claims and other common law and statutory claims. Each of the Lessor, the Lessor Guarantor and the Lessee represents and warrants that each has reviewed and voluntarily waives its jury trial rights following consultation with its legal counsel.

This waiver is irrevocable, and this waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this amendment. In the event of litigation, this clause may be filed as a written consent to a trial by the court.

**7.8 Costs and Expenses**

Each party will bear its own costs and expenses in connection with the preparation, negotiation and execution of this Amendment.

*[Signature Page Follows]*



**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed and delivered by their respective officers as of the day and year first written above.

**PAAL ARIES COMPANY LIMITED**

as Lessor

By:

Name:

Title:

**AEROVÍAS DE MÉXICO, S.A. DE C.V.**

as Lessee

By:

Name:

Title:

By:

Name:

Title:

**CLOVER AIRCRAFT LEASING COMPANY LIMITED**

as Lessor Guarantor

By:

Name:

Title:

## SCHEDULE 1 CONDITIONS PRECEDENT

### Conditions Precedent to be satisfied by Lessee

On or before the Bankruptcy Court Order becoming a Final Order, Lessee shall provide the following each in full force as of the Bankruptcy Court Order becoming a Final Order and each in form and substance satisfactory to Lessor (acting reasonably):

- (a) **Corporate Documents:** a copy of (i) the constitutional documents of Lessee, (ii) an abstract of the resolutions (which may be standing resolutions) of the board of directors of Lessee (A) approving the transactions contemplated by this Amendment and (B) authorizing a person or persons to execute and deliver on behalf of Lessee this Amendment and any notices or other documents to be given pursuant thereto, in each case to which Lessee is a party, (iii) if applicable, a power of attorney issued by or on behalf of Lessee, authorizing the execution by the attorneys named therein of this Amendment, and (iv) specimens of the signatures of each person authorized to execute this Amendment on behalf of Lessee;
- (b) **Officer's Certificate:** a certificate of an officer, director, secretary or alternate secretary of the board of directors of Lessee certifying that as of the Bankruptcy Court Order becoming a Final Order: (i) the documents provided in (a) above are true and complete copies of such items and have not be modified or amended and are in full force and effect and (ii) all of the representations and warranties of Lessee under this Amendment are true and correct;
- (c) **Bankruptcy Court Order:** the Bankruptcy Court Order shall be a Final Order;
- (d) **Opinion:** a legal opinion issued by Lessee's in-house legal counsel substantially in the Agreed Form;
- (e) **International Registry:** subject to (f) below, registrations relating to the Aircraft with the International Registry in accordance with Clause 9.5 (*Registrations and Protections*) of the Lease shall be conducted by the Professional User Entity appointed by Lessor (the "PUE"). Lessee shall have used best efforts to obtain from the RAM and provide the PUE with the required AEP Codes prior to the Bankruptcy Court Order becoming a Final Order if such AEP Codes have been received from the RAM. Lessee shall grant the PUE authorization in respect of each International Interest to be registered with the International Registry for which its authorization is required pursuant to this Amendment. Subject to the AEP Codes being available prior to the Bankruptcy Court Order becoming a Final Order, a copy of the priority search certificates of the International Registry in respect of the Airframe and each Engine evidencing such registrations shall be obtained by the PUE; and
- (f) **AEP Codes:** in the event the RAM does not issue the required AEP Codes prior to the Bankruptcy Court Order becoming a Final Order, Lessee shall as soon as reasonably practicable effect the registrations relating to the Aircraft with the International Registry in accordance with Clause 9.5 (*Registrations and Protections*) of the Lease and provide to Lessor copies of the AEP Codes issued by the RAM in respect of each International Interest to be registered with the International Registry pursuant to this Amendment and a copy of the priority search certificates of the International Registry in respect of the Airframe and each Engine evidencing such registrations.

### Conditions Precedent to be satisfied by Lessor

On or before the Bankruptcy Court Order becoming a Final Order, Lessor shall provide the following each in full force as of the Bankruptcy Court Order becoming a Final Order and each in form and substance satisfactory to Lessee (acting reasonably):

- (a) **Corporate Documents:** a copy of (i) the organizational documents of the Lessor, (ii) an abstract of the resolutions of the board of directors of the Lessor or other written evidence of appropriate corporate action authorizing the execution, delivery and performance of this Amendment and appointing a specified Person or Persons to execute this Amendment on its behalf and (iii) a specimen of the signature of each Person authorized to execute this Amendment on behalf of the Lessor;
- (b) **Officer's Certificate:** a certificate of an officer or director of Lessor certifying that as of the Bankruptcy Court Order becoming a Final Order: (i) the documents provided in (a) above are true and complete copies of such items and have not be modified or amended and are in full force and effect and (ii) all of the representations and warranties of Lessor under this Amendment are true and correct; and
- (c) **International Registry:** Lessor shall (i) be registered as a Transacting User Entity as defined in the Cape Town Convention with respect to the International Registry and (ii) shall have appointed a Professional User Entity (the "PUE") and granted the PUE authorization in respect of each International Interest to be registered with the International Registry for which its authorization is required pursuant to this Amendment.

**Conditions Precedent to be satisfied by Lessor Guarantor**

On or before the Bankruptcy Court Order becoming a Final Order, Lessor Guarantor shall provide the following each in full force as of the Bankruptcy Court Order becoming a Final Order and each in form and substance satisfactory to Lessee (acting reasonably):

- (a) **Corporate Documents:** a copy of (i) the organizational documents of the Lessor Guarantor, (ii) an abstract of the resolutions of the board of directors of the Lessor Guarantor or other written evidence of appropriate corporate action authorizing the execution, delivery and performance of this Amendment and appointing a specified Person or Persons to execute this Amendment on its behalf and (iii) a specimen of the signature of each Person authorized to execute this Amendment on behalf of the Lessor Guarantor; and
- (b) **Officer's Certificate:** a certificate of an officer or director of Lessor Guarantor certifying that as of the Bankruptcy Court Order becoming a Final Order: (i) the documents provided in (a) above are true and complete copies of such items and have not be modified or amended and are in full force and effect and (ii) all of the representations and warranties of Lessor Guarantor under this Amendment are true and correct.

**Annex 3**

**IPA Amendment**

Dated as of \_\_\_\_\_, 2021

MEXICAN DRAGON AIRCRAFT HOLDINGS LIMITED  
as Seller

AEROVÍAS DE MÉXICO, S.A. DE C.V.  
as Seller Guarantor

PAAL CETUS COMPANY LIMITED  
as Purchaser

and

CLOVER AIRCRAFT LEASING COMPANY LIMITED  
as Purchaser Guarantor

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INSTALLMENT PURCHASE AGREEMENT AMENDMENT

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This INSTALLMENT PURCHASE AGREEMENT AMENDMENT, dated as of \_\_\_\_\_, 2021 (as amended, supplemented and modified from time to time, this “**Amendment**”), is made between:

- (1) MEXICAN DRAGON AIRCRAFT HOLDINGS LIMITED, a private company limited by shares incorporated in Ireland (“**Seller**”);
- (2) AEROVÍAS DE MÉXICO, S.A. DE C.V., a limited liability company (*sociedad anónima de capital variable*) organized and existing under the laws of Mexico (“**Seller Guarantor**”);
- (3) PAAL CETUS COMPANY LIMITED, a private company limited by shares incorporated in Ireland (“**Purchaser**”); and
- (4) CLOVER AIRCRAFT LEASING COMPANY LIMITED (formerly known as Ping An Aircraft Leasing Company Limited), a private company limited by shares incorporated in Ireland (“**Purchaser Guarantor**”).

The parties to this Amendment hereby agree as follows:

## ARTICLE I

### INTERPRETATION

Section 1.1 **Definitions.** Capitalized terms and expressions used and not otherwise defined herein shall have the meanings given to them in the IPA.

For purposes of this Amendment, the following terms shall have the meanings indicated below:

“**Agency Agreement Amendment**” means the Agency Agreement Amendment dated on or about the date hereof and executed or to be executed, as applicable, by Seller, Seller Guarantor and Manufacturer.

“[REDACTED].

“[REDACTED].

“[REDACTED].

“[REDACTED].

“[REDACTED].

“[REDACTED].

“[REDACTED].

“[REDACTED].

“[REDACTED].

“[REDACTED].

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“[REDACTED].

“[REDACTED].

“[REDACTED].

“[REDACTED].

“[REDACTED].

“[REDACTED].

“[REDACTED].

“[REDACTED].

“**Amendment Documents**” means this Amendment, the Effective Date Confirmation, the APA Amendment, the New Purchase Agreement Assignment, the Reassignment Agreement, the Agency Agreement Amendment, the Consent Amendment, the Keep Well Agreement, the Deed of Confirmation, the Lease Amendment Agreements, the New Leases and the New Lease Guarantees.

“**APA Amendment**” means the Assigned Purchase Agreement Amendment dated on or about the date hereof and executed or to be executed, as applicable, by the Manufacturer, Seller and Seller Guarantor, in form and substance acceptable to Purchaser.

“**Assigned Purchase Agreement**” means the Purchase Agreement as assigned absolutely in respect of the Aircraft by Seller Guarantor to Seller pursuant to the AMX PAA (and as further assigned and pledged as security to Purchaser pursuant to the Security Agreement), and as further described on schedule 1 of the Manufacturer Consent; it being understood and agreed that the Aeromexico Purchase Price (as defined in the Manufacturer Consent) is not assigned to Purchaser pursuant to the Security Agreement.

“**Bankruptcy Cases**” means the Chapter 11 cases filed by Guarantor and certain affiliates on June 30, 2020 under the lead case no. 20-11563 with the Bankruptcy Court.

“**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C. §101 *et seq.*



**“Bankruptcy Court”** means the United States Bankruptcy Court for the Southern District of New York.

**“Bankruptcy Court Order”** means an order entered by the Bankruptcy Court substantially in the form attached hereto as Exhibit 1 (*Bankruptcy Court Order*) or otherwise in form and substance acceptable to the parties hereto.

**“Consent Amendment”** means the Amendment No. 1 to Boeing Consent to Collateral Assignment of Purchase Rights dated on or about the date hereof and executed or to be executed, as applicable, by Seller, Purchaser and Manufacturer which shall include a confirmation from Manufacturer as to the balance of the Advance Payments for each Undelivered Aircraft.

**“Deed of Confirmation”** means the Deed of Confirmation and Amendment dated on or about the date hereof and executed or to be executed, as applicable, by Acorn Investments Limited as mortgagor and Purchaser as mortgagee.

**“Effective Date”** has the meaning provided in Section 3.2 (*Conditions to Effective Date*).

**“Effective Date Confirmation”** means the Effective Date Confirmation substantially in the form of Appendix 1 (*Form of Effective Date Confirmation*) and executed or to be executed, as applicable, by the parties hereto.

**“Final Order”** means an order or judgment, the operation or effect of which has not been reversed, stayed, modified, or amended, and as to which order or judgment (or any reversal, stay, modification, or amendment thereof) (a) the time to appeal, seek certiorari, or request reargument or further review or rehearing has expired and no appeal, petition for certiorari, or request for reargument or further review or rehearing has been timely filed, or (b) any appeal that has been or may be taken or any petition for certiorari or request for reargument or further review or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, from which certiorari was sought, or to which the request was made, and no further appeal or petition for certiorari or request for reargument or further review or rehearing has been or can be granted; provided, however, with respect to either of the foregoing, no order or judgment shall fail to be a final order solely because of the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed with respect to such order or judgment.

**“IPA”** means the Installment Purchase Agreement, dated as of October 27, 2017, among Seller, Seller Guarantor and Purchaser, as amended by the Installment Purchase Amendment Agreement, dated as of November 27, 2019, among Seller, Seller Guarantor and Purchaser, and as further supplemented and amended by the IPA Deferral Agreement.

**“IPA Deferral Agreement”** means the Installment Payment Deferral Agreement, dated as of June 30, 2020, among the parties hereto.

**“Keep Well Agreement”** means the Keep Well Letter dated on or about the date hereof executed or to be executed, as applicable, by Seller Guarantor in favor of Seller.

**“Lease Amendment Agreement”** means each of the [REDACTED].

**“Lessor Guarantor”** means Purchaser Guarantor.

**“New Lease”** means each of the Aircraft MSN 43717 Lease, the Aircraft MSN 43718 Lease, the Aircraft MSN 43719 Lease, the Aircraft MSN 43720 Lease, the Aircraft MSN 43721 Lease, the Aircraft MSN 43727 Lease and the Aircraft MSN 43761.

**“New Lease Guarantee”** means, in respect of each New Lease, the guarantee dated on or about the date hereof and executed or to be executed, as applicable, by the Lessor Guarantor in favor of Lessee guaranteeing the obligations of the Lessor under that New Lease and the Operative Documents, as defined in that New Lease.

**“New Lessor”** means Miracle Andromeda Company Limited, or any affiliate of Purchaser Guarantor that becomes the lessor under a New Lease prior to the delivery of the applicable Undelivered Aircraft pursuant to the terms of the New Lease for that Undelivered Aircraft.

**“New Purchase Agreement Assignment”** means the Purchase Agreement Assignment dated on or about the date hereof with respect to [REDACTED] and executed or to be executed, as applicable, by Seller Guarantor as assignor and Seller as assignee and consented to or to be consented to, as applicable, by the Manufacturer pursuant to the Manufacturer’s consent, agreement and release dated on or about the date hereof and made or to be made, as applicable, by the Manufacturer.

**“Petition Date”** means June 30, 2021.

**“Reassignment Agreement”** means the letter agreement dated on or about the date hereof from Seller to Seller Guarantor and Manufacturer in respect of [REDACTED]. **“Stipulation”** means Stipulation and Order Between Certain Debtors and Counterparties Concerning Certain Equipment So Ordered by the Bankruptcy Court on September 21, 2020 [ECF 411].

**“Undelivered Aircraft”** means [REDACTED].

**Section 1.2 Construction.** Headings are to be ignored in construing this Amendment and unless the contrary intention is stated, a reference to:

- (a) the definitions set forth in Section 1.1 (*Definitions*) shall apply equally to both the singular and plural forms of the terms defined;
- (b) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms;
- (c) the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”;
- (d) this “Amendment”, any other Amendment Document or any other agreement or instrument is a reference to this Amendment, such other Amendment Document or such other agreement or instrument as amended, novated, supplemented, extended or restated from time to time;

(e) a Section or an Appendix is to a section of or an appendix to this Amendment; and

(f) any Applicable Law, or to any specified provision of any Applicable Law, is a reference to such Applicable Law or provision as amended, substituted or reenacted.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.1 **Seller Representations and Warranties.** Seller represents and warrants to Purchaser that the following statements are on the date hereof and upon the date the Bankruptcy Court Order becomes a Final Order true and accurate:

(a) Seller is a private company limited by shares, duly incorporated under the laws of Ireland and has the company power to own its assets and carry on its business as it is being conducted.

(b) Seller has all requisite company power and authority and all necessary consents, approvals, authorizations, orders, registrations, qualifications, licenses and permits of and from all public regulatory or governmental agencies and bodies, to enter into all Amendment Documents to which it is, or will be, a party and to perform its obligations thereunder.

(c) This Amendment and each of the other Amendment Documents to which Seller is a party have been duly authorized, executed and delivered by Seller, and each of this Amendment and such other Amendment Documents constitutes Seller's legal, valid and binding obligation, enforceable against Seller in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting creditors' rights generally and general principles of equity.

(d) The entry into and performance by Seller of, and the transactions contemplated by, the Amendment Documents to which it is a party do not conflict with (i) any Applicable Law applicable to it, (ii) the constitutional documents of Seller or (iii) any agreement or instrument binding upon it or any of its assets.

(e) Seller (i) is not in default in any material respect and no event has occurred which with notice or lapse of time or both would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any agreement or instrument or any Amendment Document to which it is, or will be, a party, other than (A) the commencement and continuance of the Bankruptcy Cases and the financial conditions giving rise to such Bankruptcy Cases (B) the failure to pay the Periodic Discount Amount, Commitment Discount Amount and other monetary obligations when due, (C) defaults under Section 2.3(a), and (D) defaults attributable to Seller's failure to comply with its obligations under Part 6 (Financial Statements, Annual Return and Audit) of the Companies Act 2014 (as amended) of Ireland and such other requirements statutory or otherwise of the Seller to keep proper books of account, prepare financial statements and file such financial statements together with any annual returns with the Irish Companies Registration Office and (ii) is not in violation of any material respect of any law, ordinance, governmental rule, regulation, judgment, order or decree of any government, court or

governmental agency to which it or any property of Seller may be subject, except for Seller's obligations under Part 6 (Financial Statements, Annual Return and Audit) of the Companies Act 2014 (as amended) of Ireland and such other requirements statutory or otherwise of the Seller to keep proper books of account, prepare financial statements and file such financial statements together with any annual returns with the Irish Companies Registration Office.

(f) No Default or Event of Default has occurred and is continuing, other than (A) the commencement and continuance of the Bankruptcy Cases and the financial conditions giving rise to such Bankruptcy Cases, (B) the failure to pay the Periodic Discount Amount, Commitment Discount Amount and other monetary obligations when due, (C) defaults under Section 2.3(a), and (D) defaults attributable to Seller's failure to comply with its obligations under Part 6 (Financial Statements, Annual Return and Audit) of the Companies Act 2014 (as amended) of Ireland and such other requirements statutory or otherwise of Seller to keep proper books of account, prepare financial statements and file such financial statements together with any annual returns with the Irish Companies Registration Office.

(g) No material litigation, arbitration or administrative proceedings are pending or to its knowledge threatened against Seller.

(h) All of Seller's property and assets (including its rights under the Assigned Purchase Agreement) are free and clear of all Liens (other than the Liens created by the Security Agreement).

(i) Seller is in compliance in all material respects with all applicable laws, ordinances, rules, regulations, and requirements of governmental authorities applicable to it, other than Seller's failure to comply with its obligations under Part 6 (Financial Statements, Annual Return and Audit) of the Companies Act 2014 (as amended) and such other requirements statutory or otherwise of Seller to keep proper books of account, prepare financial statements and file such financial statements together with any annual returns with the Irish Companies Registration Office.

(j) Neither Seller nor any of its officers, directors, Affiliates or employees (i) has violated the U.S. Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010, the Irish Public Bodies Corrupt Practices Act 1889, the Irish Prevention of Corruption Act 1906, the Irish Ethics in Public Office Act 1995 and the Prevention of Corruption (Amendment) Act 2010, in each case as amended from time to time, (ii) is a Restricted Party or has engaged in any transaction, activity or conduct that could reasonably be expected to result in its being designated as a Restricted Party or (iii) is in breach of Sanctions or has ever been subject to any action, claim, proceeding, formal notice or investigation with respect to Sanctions.

Section 2.2 **Seller Guarantor Representations and Warranties.** Seller Guarantor represents and warrants to Purchaser that the following statements are on the date hereof and upon the date the Bankruptcy Court Order becomes a Final Order true and accurate:

(a) Seller Guarantor is a limited liability company (*sociedad anónima de capital variable*) duly incorporated under the laws of Mexico and has the company power to own its assets and carry on its business as it is being conducted.

(b) Subject to entry of the Bankruptcy Court Order (which shall be a Final Order), Seller Guarantor has all requisite company power and authority and all necessary consents, approvals, authorizations, orders, registrations, qualifications, licenses and permits of and from all public regulatory or governmental agencies and bodies, to enter into all such Amendment Documents and to perform its obligations thereunder.

(c) Subject to Bankruptcy Court Order (which shall be a Final Order), this Amendment and each of such other Amendment Document have been duly authorized, executed and delivered by Seller Guarantor, and each of this Amendment and such other Amendment Documents constitutes Seller Guarantor's legal, valid and binding obligation, enforceable against Seller Guarantor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting creditors' rights generally and general principles of equity.

(d) The entry into and performance by Seller Guarantor of, and the transactions contemplated by, the Amendment Documents to which it is a party do not conflict with (i) any Applicable Law applicable to it, (ii) the constitutional documents of Seller Guarantor or (iii) any agreement or instrument binding upon it or any of its assets.

(e) Other than the Bankruptcy Cases, no material litigation, arbitration or administrative proceedings are pending or to its knowledge threatened against Seller Guarantor which could reasonably be expected to have a material adverse effect on Seller Guarantor's ability to perform its obligations under this Amendment or the other Amendment Documents to which it is a party.

(f) Neither Seller Guarantor nor any of its officers, directors, Affiliates or employees (i) has violated any Anti-Bribery Law, (ii) is a Restricted Party or has engaged in any transaction, activity or conduct that could reasonably be expected to result in its being designated as a Restricted Party or (iii) is in breach of Sanctions or has ever been subject to any action, claim, proceeding, formal notice or investigation with respect to Sanctions.

Section 2.3 **Purchaser Representations and Warranties.** Purchaser represents and warrants to Seller that the following statements are on the date hereof and upon the date the Bankruptcy Court Order becomes a Final Order true and accurate:

(a) Purchaser is a private company limited by shares, duly incorporated under the laws of Ireland and has the company power to own its assets and carry on its business as it is being conducted.

(b) Purchaser has all requisite company power and authority and all necessary consents, approvals, authorizations, orders, registrations, qualifications, licenses and permits of and from all public regulatory or governmental agencies and bodies, to enter into all Amendment Documents to which it is, or will be, a party and to perform its obligations thereunder.

(c) This Amendment and each of the other Amendment Documents to which Purchaser is a party have been duly authorized, executed and delivered by it, and each of this Amendment and such other Amendment Documents constitutes Purchaser's legal, valid and binding obligation, enforceable against Purchaser in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting creditors' rights generally and general principles of equity.

(d) The entry into and performance by Purchaser of, and the transactions contemplated by, the Amendment Documents to which it is a party do not conflict with (i) any Applicable Law applicable to it, (ii) the constitutional documents of Purchaser or (iii) any agreement or instrument binding upon it or any of its assets.

Section 2.4 **Purchaser Guarantor Representations and Warranties.** Purchaser Guarantor represents and warrants to Seller that the following statements are on the date hereof and upon the date the Bankruptcy Court Order becomes a Final Order true and accurate:

(a) Purchaser Guarantor is a private company limited by shares, duly incorporated under the laws of Ireland and has the company power to own its assets and carry on its business as it is being conducted.

(b) Purchaser Guarantor has all requisite company power and authority and all necessary consents, approvals, authorizations, orders, registrations, qualifications, licenses and permits of and from all public regulatory or governmental agencies and bodies, to enter into all Amendment Documents to which it is, or will be, a party and to perform its obligations thereunder.

(c) This Amendment and each of the other Amendment Documents to which Purchaser Guarantor is a party have been duly authorized, executed and delivered by it, and each of this Amendment and such other Amendment Documents constitutes Purchaser Guarantor's legal, valid and binding obligation, enforceable against Purchaser Guarantor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting creditors' rights generally and general principles of equity.

(d) The entry into and performance by Purchaser Guarantor of, and the transactions contemplated by, the Amendment Documents to which it is a party do not conflict

with (i) any Applicable Law applicable to it, (ii) the constitutional documents of Purchaser Guarantor or (iii) any agreement or instrument binding upon it or any of its assets.

### ARTICLE III

#### EFFECTIVENESS; CONDITIONS PRECEDENT

Section 3.1 **Condition to Effectiveness of this Amendment.** This Amendment shall become effective when the Bankruptcy Court Order becomes a Final Order.

Section 3.2 **Conditions to Effective Date.** The agreements and confirmations set forth in Article IV (*Agreements and Confirmations*) and the specific amendments to the IPA set forth in Article V (*Specific IPA Amendments*) shall become effective on the date (the “**Effective Date**”) when (a) the conditions set forth in Part A (*Purchaser and Purchaser Guarantor Conditions Precedent to Effective Date*) of Appendix 2 (*Conditions Precedent*) have been satisfied or waived by Purchaser and Purchaser Guarantor, (b) the conditions set forth in Part B (*Seller Conditions Precedent to Effective Date*) of Appendix 2 (*Conditions Precedent*) have been satisfied or waived by Seller, and (c) the conditions set forth in Part C (*Seller Guarantor Conditions Precedent to Effective Date*) of Appendix 2 (*Conditions Precedent*) have been satisfied or waived by Seller Guarantor and when the condition set forth in Section 3.1 has been fulfilled. Each of the parties hereto shall execute and deliver the Effective Date Confirmation confirming that the Effective Date has occurred when it is satisfied that such conditions for its benefit have been satisfied or waived by it.

### ARTICLE IV

#### AGREEMENTS AND CONFIRMATIONS

Section 4.1 **Confirmation of Aircraft, Installment Payments and Advance Payments.** Subject to and upon the occurrence of the Effective Date:

(a) (i) Seller will reassign absolutely to Seller Guarantor pursuant to the Reassignment Agreement all rights under the Assigned Purchase Agreement in respect of [REDACTED], including the right to purchase such Aircraft, (ii) Seller Guarantor will assign absolutely to Seller pursuant to the Purchase Agreement Assignment rights under the Purchase Agreement in respect of [REDACTED], respectively, as provided in Section 4.1(d) and (2) the Assigned Purchase Agreement will be otherwise amended pursuant to the APA Amendment. Purchaser, Security Trustee and Purchaser Guarantor consent to all of the foregoing.

(b) All references to the manufacturer’s serial number “[REDACTED]”.

(c) All references to the manufacturer’s serial number “[REDACTED]”.

(d) The Installment Payments previously paid in respect of Aircraft [REDACTED] shall be applied to the payment of the Purchase Prices of Aircraft [REDACTED]. The Advance Payments previously paid by Seller in respect of [REDACTED] shall be applied to [REDACTED] respectively. The balance of the Seller Note in respect [REDACTED] shall be deemed to be [REDACTED], respectively and shall be subject to

adjustment as agreed between Seller and Seller Guarantor to reflect the differences in the Manufacturer Purchase Prices between the two aircraft.

(e) Notwithstanding any provision of the IPA to the contrary, the amount of the Installment Payments and Advance Payments in respect of each Undelivered Aircraft are set forth on Appendix 3 (*Installment Payments and Advance Payments for Undelivered Aircraft*), and the parties hereto confirm that the Installment Payments for [REDACTED] that were deferred pursuant to the IPA Deferral Agreement shall not be payable until the Delivery of such Aircraft. Seller Guarantor confirms that it has no interest in the Advance Payments for the Undelivered Aircraft.

(f) Seller and Seller Guarantor confirm that the Principal Amount Outstanding (as defined in the Seller Note) and interest on the Seller Note is \$45,804,752.05 as of the Effective Date. Seller and Seller Guarantor shall agree the allocation of such amount among the Undelivered Aircraft.

**Section 4.2 No Periodic Discount Amount and Commitment Discount Amount; PDA/CDA Claim.** Subject to and upon the occurrence of the Effective Date, (a) neither Seller nor Seller Guarantor will be obligated to pay any Periodic Discount Amount or Commitment Discount Amount under the IPA, and (b) the parties agree that [REDACTED].

**Section 4.3 Existing Defaults.** Subject to Sections 4.2 (*No Periodic Discount Amount and Commitment Discount Amount; PDA/CDA Claim*) and 4.4(d) (*Guarantee Confirmations; Claims*), Purchaser and Purchaser Guarantor agree that on and subject to the occurrence of the Effective Date any and all Events of Default or Defaults (including the Events of Default and Defaults disclosed in Section 2.1 hereof) then in existence (but not thereafter) have been cured or are hereby waived.

**Section 4.4 Guarantee Confirmations; Acknowledgement of Liens; Claims.**

(a) As of the Effective Date, Seller Guarantor hereby absolutely, unconditionally and irrevocably guarantees the punctual payment and/or performance when due of all Seller Obligations as modified and amended by this Amendment and the Amendment Documents and consents to the Seller entering into this Amendment and ratifies and confirms that it assumes the Seller Guarantee and the Seller Guarantee remains in full force and effect with respect to the Seller Obligations as modified and amended by the Amendment Documents.

(b) As of the Effective Date, each of the Seller and Seller Guarantor acknowledge and ratify the assignment, mortgage and pledge granted by the Seller to the Security Trustee under the Mortgage and Security Agreement, dated October 27, 2017, over the Collateral (as defined therein), which includes the Assigned Purchase Agreement and any reimbursement of



Advance Payments or other payments payable to Purchaser thereunder, the continued perfection of such assignment, mortgage and pledge over such Collateral.

(c) As of the Effective Date, Purchaser Guarantor hereby confirms that the Purchaser Guarantee remains in full force and effect with respect to the Liabilities (as defined in the Purchaser Guarantee) of Purchaser as modified and amended by the Amendment Documents.

(d) [REDACTED]. Notwithstanding any provision of this Amendment or the Amendment Documents, the amendments to the IPA and the other Transaction Documents pursuant to this Amendment and the other Amendment Documents shall not prejudice, release or discharge, or be used as a defense to, or otherwise adversely affect, any claim of any of the parties hereto made in the Bankruptcy Cases consistent with the terms of this provision.

**Section 4.5 No Other Amendments; IPA Continuing.** Other than as provided in this Amendment, the terms and conditions of the IPA remain unchanged and shall continue in full force and effect.

**Section 4.6 Consent to Amendment Documents.** Notwithstanding any provision of the Transaction Documents to the contrary, Purchaser and Purchaser Guarantor consent to each of Seller's and Seller Guarantor's execution and delivery of the Amendment Documents to which it is a party, and from and after the Effective Date, Seller and Seller Guarantor entering into the

Amendment Documents and performing their respective obligations thereunder shall not constitute an Event of Default, Default or a default under or a breach of any provision of any Transaction Document.

Section 4.7 **Acknowledgment of Previous Rent Terms.** The parties hereto acknowledge that, prior to this Amendment, the Rent in respect of each Undelivered Aircraft was to be calculated in accordance with the terms set forth in Appendix 4 (*Previous Rent Terms*).

## ARTICLE V

### SPECIFIC IPA AMENDMENTS

Section 5.1 **Amendments.** Effective as of the Effective Date, the IPA shall be amended as follows:

(a) The first sentence of Section 1.1 (*Definitions*) shall be amended and restated to read as follows:

“Capitalized terms and expressions used and not otherwise defined herein shall have the meanings given to them in the Leases.”

(b) Section 1.1 (*Definitions*) shall be amended as follows:

(i) The defined term “Amount” shall be amended and restated to read as follows:

““**Amount**” has the meaning given to such term in the definition of “After-Tax Basis”.”

(ii) The defined term “Date Certain” shall be amended and restated to read as follows:

““**Date Certain**” means, with respect to any Aircraft, [REDACTED].”

(iii) The defined term “Lease” shall be amended and restated to read as follows:

““**Lease**” means, for each Aircraft, the aircraft lease agreement for such Aircraft between the relevant Lessor, as lessor, and Lessee, as lessee.”

(iv) The defined term “Lease Guarantee” shall be amended and restated to read as follows:

““**Lease Guarantee**” means, in respect of each Lease, the guarantee executed or to be executed, as applicable, by the Lessor Guarantor in favor of

Lessee guaranteeing the obligations of Lessor under that Lease and the Operative Documents, as defined in that Lease.”

(v) The defined term “Lessor” shall be amended and restated to read as follows:

“**Lessor**” means (a) in respect of the Aircraft bearing manufacturer’s serial number [REDACTED] and (c) in respect of any other Aircraft, [REDACTED] that becomes the lessor under a Lease for that Aircraft prior to the delivery of that Aircraft pursuant to the terms of that Lease.”

(vi) The defined term “Lessor Guarantor” shall be amended and restated to read as follows:

“**Lessor Guarantor**” means, in respect of each Lease, Clover Aircraft Leasing Company Limited.”

(vii) The defined term “Owner” shall be amended and restated to read as follows:

“**Owner**” means, for each Aircraft, the Lessor of such Aircraft.”

(viii) The defined term “Scheduled Delivery Month” shall be amended and restated to read as follows:

“**Scheduled Delivery Month**” means, for each Aircraft, the calendar month set forth opposite such Aircraft in the column entitled “Scheduled Delivery Period” in Schedule 3 (*Purchase Price and Scheduled Delivery Months*).”

(ix) The following defined terms shall be inserted in their respective proper alphabetical order:

“**Bankruptcy Cases**” means the Chapter 11 cases commenced by Seller Guarantor and its affiliates on June 30, 2020 and pending in the Bankruptcy Court under the lead case no. 20-11563.

“**Delay Period**” means, for any Aircraft, [REDACTED].

“**IPA Amendment (2021)**” means the Installment Purchase Agreement Amendment, dated as of [●], 2021, among the parties hereto.”

(x) The defined terms “Applicable Margin”, “Break Costs”, “Discount Accrual Rate”, “Lease Execution Date”, “Non-Permitted Delay”, “Non-Permitted Delay Period”, “Owner Quiet Enjoyment Letter”, “Permitted Delay”, “Permitted Delay Period” and “Scheduled Delivery Period” shall be deleted.

(c) Section 2.4(f) (*Seller Affirmative Covenants*) shall be amended to replace the reference to “Scheduled Delivery Period” in the third line thereof with “Scheduled Delivery Month”.

(d) Section 2.5(e) (*Seller Negative Covenants*) shall be amended and restated to read as follows:

“(e) Seller shall not exercise any termination option or right under the Assigned Purchase Agreement (other than as provided in the APA Amendment) without Purchaser’s prior written consent.”

(e) Section 3.1(b)(i) and (ii) (*Purchase and Sale*) shall be amended and restated to read as follows:

“(i) Seller, provided the Seller Conditions Precedent set out in Part E of Schedule 4 (*Conditions Precedent*) are satisfied or waived by Seller, shall execute and deliver to the Purchaser and Owner of such Aircraft counterparts to each of the Delivery PAA and the Delivery PAA Consent for such Aircraft; and

(ii) the Purchaser, provided the Purchaser Conditions Precedent set out in Part D of Schedule 4 (*Conditions Precedent*) are satisfied or waived by Purchaser, shall, and shall ensure that the Owner of such Aircraft will, execute and deliver to Lessee counterparts to each of the Delivery PAA and the Delivery PAA Consent for such Aircraft.”

(f) Section 3.2 (*Leases*) shall be amended and restated to read as follows:

“(a) For each Aircraft and Lease for such Aircraft:

(i) the Base Rent Amount referred to in clause 1 (*Base Lease Term and Rent*) of Part A of Schedule 4 (*Financial Terms Annex*) of such Lease [REDACTED];

(ii) the Rent Adjustment Factor referred to in clause 1 (*Base Lease Term and Rent*) of Part A of Schedule 4 (*Financial Terms Annex*) of such Lease shall be US\$[REDACTED]; and

(iii) the amount referred to in the definition of “Agreed Value” in clause 4 (*Insurance and Default Matters*) of Part A of Schedule 4 (*Financial Terms Annex*) of such Lease shall be equal to \$[REDACTED] for such Aircraft.

(b) For each Lease and Aircraft, the Airframe Warranty Assignment and Engine Warranties Assignment, each as defined in such Lease, shall be substantially in the respective forms attached to such Lease. Seller Guarantor and Purchaser will consider and negotiate in good faith any changes to the form of Airframe Warranty Assignment or Engine Warranties Agreement that may be required or requested by Manufacturer or the Engine Manufacturer, respectively.”

(g) Section 3.4(a) (*Equipment*) shall be amended to delete the text “and in any event prior to the Lease Execution Date for such Aircraft” in the fourth line thereof.

(h) Section 5.2 (*Refund of Purchase Price*) shall be amended to delete the text “any accrued and unpaid Periodic Discount Amounts and” from the sixth through seventh lines thereof.

(i) Section 7.2(a) (*Delayed Delivery*) shall be amended to replace the reference to “Scheduled Delivery Period” in the third line thereof with “Scheduled Delivery Month”.

(j) Section 7.2(b) and (c) (*Delayed Delivery*) shall be amended and restated to read as follows:

“(b) The Seller shall not agree to extend the Scheduled Delivery month without the prior written consent of Purchaser.

(c) In the event Delivery of an Aircraft is delayed beyond the Delay Period for such Aircraft, either Seller or Purchaser shall have the right to terminate this Agreement in respect of such Aircraft by giving written notice of such termination to the other parties hereto and upon such termination Seller shall make the payments required by Section 5.2 (*Refund of Purchase Price*), any Lease then in effect in respect of such Aircraft shall terminate pursuant to Section 3.3.1 of such Lease and, except as provided in Section 5.2 (*Refund of Purchase Price*), the parties shall have no further rights, obligations or liabilities under this Agreement in respect of such Aircraft or under that Lease.”

(k) Section 8.4 (*Aircraft Condition & Warranties*) shall be amended to replace the reference to “Section 3.2(d)” with “Section 3.1(d) (*Purchase and Sale*)”.

(l) The last sentence of Section 10.1 shall be amended and restated to read as follows:

“When Seller incurs expenses or renders services in connection with an Event of Default occurring after the Effective Date (as defined in the IPA Amendment), such expenses (including the fees and expenses of its counsel) and the compensation for such services are intended to constitute expenses of administration under any bankruptcy law or law relating to creditors’ rights generally.”

(m) Section 10.3 shall be deleted and replaced by the text “Intentionally Omitted”.

(n) Section 10.8 shall be deleted and replaced by the text “Intentionally Omitted”.

(o) Section 11.1 (*Events of Default*) shall be amended by the insertion of the following paragraph at the end of such Section:

“Notwithstanding the foregoing provisions of this Section 11.1 (*Events of Default*), no Event of Default for purposes of this Section 11.1 shall arise solely as

a result of the commencement or continuance of the Bankruptcy Cases; provided that, it shall be an Event of Default if any one of the following occurs: (A) Seller Guarantor files a Chapter 11 plan that contemplates the liquidation of all or a substantial portion of Seller Guarantor's assets; (B) the Bankruptcy Cases are converted to cases under Chapter 7 of the Bankruptcy Code, or Seller Guarantor files or acquiesces in any motion or other pleading seeking such conversion; (C) a trustee or examiner is appointed in the Bankruptcy Cases, or Seller Guarantor files or acquiesces in any motion or other pleading seeking such appointment; or (D) Seller Guarantor files any motion or other pleading seeking to reverse, stay, modify or vacate the approval of the IPA Amendment (2021), the other Amendment Documents as defined in the IPA Amendment (2021) or the Seller Guarantee and the transactions contemplated hereby or any other relief that is inconsistent with the terms of this Agreement. For the avoidance of doubt, if any event mentioned in Sections 11.1(g) or (h) occurs in relation to Seller it shall be an Event of Default."

(p) Section 11.1(a) (*Events of Default*) shall be amended and restated to read as follows:

"(a) Seller fails to pay any other amount under this Agreement or any amount under any other Transaction Document when due hereunder and such failure continues for [REDACTED] Business Days after Seller receives written notice of such failure."

(q) Section 11.1(j) (*Events of Default*) shall be amended and restated to read as follows:

"(j) Seller fails to comply with its obligations in Section 3.1(b) and such failure continues for [REDACTED] days after Seller and Seller Guarantor receive notice of said failure."

(r) Section 11.1(m) (*Events of Default*) shall be deleted and replaced by the text "Intentionally Omitted".

(s) Section 12.4 (*Termination*) shall be deleted and replaced by the text "Intentionally Omitted".

(t) Section 13.5(b) (*Prior Payment of Guaranteed Obligations*) shall be amended and restated to read as follows:

"(b) **Prior Payment of Guaranteed Obligations.** In the event of any event mentioned in Sections 11.1(g) or (h) relating to Seller, in addition to and without limitation of any other rights or remedies that may be available to Purchaser or claims which Purchaser may assert, Seller Guarantor hereby agrees that Purchaser shall be entitled to receive payment in full in cash of all Seller Obligations (including all interest, costs and expenses accruing after the commencement of such an event in Sections 11.1(g) or (h),

whether or not constituting an allowed claim in such proceeding (“**Post-Petition Interest**”)) before Seller Guarantor receives payment of any Subordinated Obligations.”

(u) Part A (*Description of Aircraft*) of Schedule 1 of the IPA shall be deleted and replaced with Appendix 5 (*Description of Aircraft*) hereto.

(v) Schedule 3 (*Purchase Price and Rent Adjustment Factor*) shall be deleted and replaced with Appendix 6 (*Purchase Price and Scheduled Delivery Months*) hereto.

(w) Schedule 6 (*Form of Lease*) shall be deleted and replaced with “Intentionally Omitted”.

(x) Schedule 7 (*Form of Lease Guarantee*) shall be deleted and replaced with “Intentionally Omitted”.

## ARTICLE VI

### MISCELLANEOUS

Section 6.1 **No Assignment.** The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. None of Seller, Seller Guarantor, Purchaser and Purchaser Guarantor shall assign or transfer all or any of its rights and/or obligations under this Amendment without the prior written consent of Purchaser in the case of assignments or transfers by Seller or Seller Guarantor or Seller in the case of assignments or transfers by Purchaser or Purchaser Guarantor.

Section 6.2 **Counterparts.** This Amendment may be executed in any number of separate counterparts and each counterpart shall when executed and delivered be an original document but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by fax or email will be deemed as effective as delivery of an originally executed version.

Section 6.3 **Notices.** The provisions of Section 14.3 (*Notices*) of the IPA are hereby incorporated into this Amendment *mutatis mutandis*.

Section 6.4 **Amendments in Writing.** This Amendment shall not be amended or supplemented, or any provision hereof waived, without the consent in writing of each party.

Section 6.5 **Illegality.** If any part of this Amendment becomes invalid, illegal or unenforceable under any Applicable Law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected.

Section 6.6 **Whole Agreement.** This Amendment and the other Amendment Documents constitute the entire Amendment between the parties hereto in relation to the amendment of the IPA as contemplated herein and matters related thereto and supersede all

previous proposals, representations, amendments and other written and oral communications in relation thereto.

**Section 6.7 Costs and Expenses.** Notwithstanding any provision of the IPA or any other Transaction Document to the contrary, including Section 10.1 of the IPA, (a) Seller Guarantor shall pay its own and Seller's costs and expenses (including legal fees) in connection with the negotiation of this Amendment and the other Amendment Documents, and (b) each of Purchaser and Purchaser Guarantor shall pay its own costs and expenses (including legal fees) and the costs and expenses of any of their respective Affiliates and any Indemnitees in connection with the negotiation of this Amendment and the other Amendment Documents.

**Section 6.8 Confidentiality.** This Amendment, the terms hereof and all non-public information obtained by a party about any party are confidential and are among Purchaser, Purchaser Guarantor, Seller and Seller Guarantor only. Purchaser and Purchaser Guarantor shall not, [and shall procure that Ping An International Financial Leasing Co., Ltd. and Purchaser Parent shall not,] and Seller and Seller Guarantor shall not, and shall procure that their respective officers, employees and agents shall not, disclose the contents of this Amendment or such non-public information to any third party (other than (a) to such party's or its Affiliates' employees, representatives, auditors, professional advisors, regulators, financial advisors and rating agencies; (b) as required in connection with any filing of this Amendment in accordance with any applicable Regulation; (c) in connection with Purchaser's potential assignment of this Amendment; provided that any recipient of any such confidential information in such case shall as a condition precedent to receipt of the information execute and deliver a confidentiality agreement containing terms no less stringent than the terms of this Section 6.8; provided further that Purchaser shall not disclose in connection with such assignment the terms of Appendix 6 (*Purchase Price and Scheduled Delivery Periods*) or the Leases; (d) as required for enforcement by either party of its rights and remedies with respect to this Amendment; (e) as required by applicable Regulation; (f) in connection with any court or regulatory proceedings; or (g) if such information is otherwise available in the public domain), without the prior written consent of the other party. If any disclosure will result in this Amendment becoming publicly available, the parties hereto will cooperate with one another to obtain confidential treatment or limit the scope of disclosure as to the commercial terms and other material provisions of this Amendment. Notwithstanding the foregoing, Seller Guarantor may disclose this Amendment, any other Amendment Document and any Transaction Document (i) as may be required to obtain the Bankruptcy Court's approval of this Amendment or the other Amendment Documents; or (ii) to the U.S. Trustee, the Unsecured Creditors Committee or the entities providing the debtor-in-possession financing to Seller Guarantor, its Affiliates and any of their respective related Persons.

**Section 6.9 Electronic Signatures.** In connection with the performance of their respective duties hereunder, each party may give notices, consents, directions, approvals, instructions and requests to, and otherwise communicate with, each other using electronic means, including email transmission to such email addresses as each such party shall designate to the other parties, and, if necessary or if requested by the other party or parties, with an "electronic signature" or other "electronic record" (as such terms are defined in the New York State Electronic Signatures and Records Act). Delivery of an executed counterpart of this Amendment or any other Amendment Document by facsimile, email, "electronic signature" or other "electronic record" will be deemed as effective as delivery of an originally executed counterpart. Any party delivering an



executed counterpart of this Amendment or any other Amendment Document by facsimile, email, “electronic signature” or other “electronic record” will also deliver an originally executed counterpart thereof, but the failure of any party to deliver an originally executed counterpart of this Amendment or any other Amendment Document will not affect the validity or effectiveness of this Amendment or such other Amendment Document.

Section 6.10 **Transaction Documents.** This Amendment and the other Amendment Documents shall constitute Transaction Documents as defined in the IPA.

## **ARTICLE VII**

### **GOVERNING LAW AND JURISDICTION**

Section 7.1 **GOVERNING LAW AND JURISDICTION.** THIS AMENDMENT, AND ANY CLAIM OR CONTROVERSY ARISING OUT OF OR IN CONNECTION THEREWITH OR ANY MATTER ARISING THEREUNDER, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, SHALL IN ALL RESPECTS, BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICT OF LAW PRINCIPLES.

Section 7.2 **JURY WAIVER.** EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 7.3 The provisions of Sections 15.2, 15.3, 15.4 and 15.6 (*Governing Law and Jurisdiction*) are hereby incorporated in this Amendment *mutatis mutandis*.

## **ARTICLE VIII**

### **LIMITATION ON RECOURSE AND NON-PETITION**

Section 8.1 Notwithstanding any other provision of this Amendment to the contrary:

(a) Neither Purchaser nor Purchaser Guarantor shall institute against, or join any other Person in instituting against, Seller, any bankruptcy, reorganization, arrangement, insolvency, examinership, winding-up, moratorium or liquidation proceedings, or other similar proceedings under Irish law, or the laws of any other applicable jurisdiction;

(b) without prejudice to Section 4.4(a) (*Guarantee Confirmations*) and Article XIII (*Seller Guarantee*) of the IPA and the other undertakings of Seller Guarantor in the Transaction Documents, the obligations of Seller to Purchaser and Purchaser Guarantor under and in connection with this Amendment and the other Amendment Documents shall be limited recourse obligations payable solely from the available assets of Seller. No recourse shall be had against any shareholder, employee, officer, director or agent of Seller under or in connection with

this Amendment, it being understood and agreed that the obligations of Seller hereunder are corporate obligations; and

(c) this Article VIII shall survive the termination of this Amendment and the IPA.

*[SIGNATURE PAGES FOLLOW]*

IN WITNESS WHEREOF this Amendment has been signed on the day and year first above written.

**SELLER**  
MEXICAN DRAGON AIRCRAFT HOLDINGS  
LIMITED

By: \_\_\_\_\_  
Name:  
Title:

**SELLER GUARANTOR**  
AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**PURCHASER**  
PAAL CETUS COMPANY LIMITED

By: \_\_\_\_\_  
Name:  
Title:

**PURCHASER GUARANTOR**  
CLOVER AIRCRAFT LEASING COMPANY  
LIMITED

By: \_\_\_\_\_  
Name:  
Title:

## Appendix 1

### Form of Effective Date Confirmation

#### EFFECTIVE DATE CONFIRMATION

Dated: \_\_\_\_\_, 2021

The undersigned hereby agree as follows:

1. This Effective Date Confirmation is entered into for purposes of the Installment Purchase Agreement Amendment, dated as of [●], 2021 (the “**Amendment**”), among the undersigned.
2. Terms used in this Effective Date Confirmation shall have the meanings given to them in the Amendment.
3. Purchaser and Purchaser Guarantor hereby confirms that as of the date hereof all conditions precedent in its favor set out in Part A (*Purchaser and Purchaser Guarantor Conditions Precedent to Effective Date*) of Appendix 2 (*Conditions Precedent*) of the Amendment have been satisfied or are hereby waived by Purchaser and Purchaser Guarantor.
4. Seller hereby confirms that as of the date hereof all conditions precedent in its favor set out in Part B (*Seller Conditions Precedent to Effective Date*) of Appendix 2 (*Conditions Precedent*) of the Amendment have been satisfied or are hereby waived by Seller.
5. Seller Guarantor hereby confirms that as of the date hereof all conditions precedent in its favor set out in Part C (*Seller Guarantor Conditions Precedent to Effective Date*) of Appendix 2 (*Conditions Precedent*) of the Amendment have been satisfied or are hereby waived by Seller Guarantor.
6. The Effective Date is the date of this Effective Date Confirmation.
5. This Effective Date Confirmation shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance, but excluding the conflict of laws provisions thereof.
6. This Effective Date Confirmation may be executed in any number of counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Effective Date Confirmation by telecopy or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Effective Date Confirmation.

**SELLER**

MEXICAN DRAGON AIRCRAFT HOLDINGS  
LIMITED

By: \_\_\_\_\_  
Name:  
Title:

**SELLER GUARANTOR**

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**PURCHASER**

PAAL CETUS COMPANY LIMITED

By: \_\_\_\_\_  
Name:  
Title:

**PURCHASER GUARANTOR**

CLOVER AIRCRAFT LEASING COMPANY  
LIMITED

By: \_\_\_\_\_  
Name:  
Title:



## **Appendix 2**

### **Conditions Precedent**

#### **Part A**

#### **Purchaser and Purchaser Guarantor Conditions Precedent to Effective Date**

1. Purchaser shall have received a copy of (a) the constitutional documents of Seller, (b) the resolutions of the board of directors of Seller authorizing the transactions contemplated by the Amendment Documents to which it is a party and the power of attorney authorizing the execution by the attorneys named therein of the Amendment Documents to which it is or will be a party and any notices or other documents to be given pursuant thereto and (c) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of Seller, certified by an officer of Seller to be true and correct.
2. Purchaser shall have received a copy of (a) the constitutional documents of Seller Guarantor, (b) the resolutions of the board of directors of Seller Guarantor (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of Seller Guarantor the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which Seller Guarantor is a party, (c) if applicable, a power of attorney issued by or on behalf of Seller Guarantor, authorizing the execution by the attorneys named therein of the Amendment Documents to which Seller Guarantor is a party, and (d) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of Seller Guarantor, certified by an officer of Seller Guarantor to be true and correct.
3. The representations and warranties given by Seller and Seller Guarantor in the Amendment Documents to which they are a party are true and correct.
4. Purchaser shall be reasonably satisfied that all necessary or advisable consents, registrations, filings, approvals, licenses and authorizations shall have been obtained in connection with Seller's and Seller Guarantor's execution, delivery and performance of their respective obligations under Amendment Documents to which they are a party.
5. The Bankruptcy Court Order shall be a Final Order.
6. The following Amendment Documents shall have been duly authorized, executed and delivered by the party or parties thereto (other than Purchaser or Purchaser Guarantor), and shall each be satisfactory in form and substance to Purchaser and shall be in full force and effect:
  - (a) the APA Amendment and the Effective Date Confirmation as defined therein;
  - (b) the Purchase Agreement Assignment;
  - (c) the Reassignment Agreement;

- (d) the Lease Amendment Agreements;
- (e) Consent Amendment;
- (f) the Keep Well Agreement; and
- (g) the New Leases.

**Part B**  
**Seller Conditions Precedent to Effective Date**

1. Seller shall have received a copy of (a) the constitutional documents of Purchaser, (b) the resolutions of the board of directors of Purchaser (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of Purchaser the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which Purchaser is a party, (c) if applicable, a power of attorney issued by or on behalf of Purchaser, authorizing the execution by the attorneys named therein of the Amendment Documents to which Purchaser is a party and (d) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of Purchaser, certified by an officer of Purchaser to be true and correct.
2. Seller shall have received a copy of (a) the constitutional documents of Purchaser Guarantor, (b) the resolutions of the board of directors of Purchaser Guarantor (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of Purchaser Guarantor the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which Purchaser Guarantor is a party, (c) if applicable, a power of attorney issued by or on behalf of Purchaser Guarantor, authorizing the execution by the attorneys named therein of the Amendment Documents to which Purchaser Guarantor is a party and (d) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of Purchaser Guarantor, certified by an officer of Purchaser Guarantor to be true and correct.
3. Seller shall have received a copy of (a) the constitutional documents of Seller Guarantor, (b) the resolutions of the board of directors of Seller Guarantor (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of Seller Guarantor the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which Seller Guarantor is a party, (c) if applicable, a power of attorney issued by or on behalf of Seller Guarantor, authorizing the execution by the attorneys named therein of the Amendment Documents to which Seller Guarantor is a party, and (d) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of Seller Guarantor, certified by an officer of Seller Guarantor to be true and correct.
4. The representations and warranties given by Seller Guarantor, Purchaser and Purchaser Guarantor in the Amendment Documents to which they are a party are true and correct.
5. Seller shall be reasonably satisfied that all necessary or advisable consents, registrations, filings, approvals, licenses and authorizations shall have been obtained in connection with Seller Guarantor's, Purchaser's and Purchaser Guarantor's execution, delivery and performance of their respective obligations under Amendment Documents to which they are a party.

6. Seller shall be reasonably satisfied that each of Seller Guarantor, Purchaser and Purchaser Guarantor have received all regulatory and statutory approvals required for the execution, delivery and performance of its obligations under the Amendment Documents to which it is a party.
7. The Bankruptcy Court Order shall be a Final Order.
8. The following Amendment Documents shall have been duly authorized, executed and delivered by the party or parties thereto (other than Seller), shall each be satisfactory in form and substance to Seller and shall be in full force and effect:
  - (a) the APA Amendment and the Effective Date Confirmation as defined therein;
  - (b) the Keep Well Agreement;
  - (c) the Purchase Agreement Assignment; and
  - (d) the Reassignment Agreement.

**Part C**  
**Seller Guarantor Conditions Precedent to Effective Date**

1. Seller Guarantor shall have received a copy of (a) the constitutional documents of Purchaser, (b) the resolutions of the board of directors of Purchaser (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of Purchaser the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which Purchaser is a party, (c) if applicable, a power of attorney issued by or on behalf of Purchaser, authorizing the execution by the attorneys named therein of the Amendment Documents to which Purchaser is a party and (d) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of Purchaser, certified by an officer of Purchaser to be true and correct.
2. Seller Guarantor shall have received a copy of (a) the constitutional documents of Purchaser Guarantor, (b) the resolutions of the board of directors of Purchaser Guarantor (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of Purchaser Guarantor the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which Purchaser Guarantor is a party, (c) if applicable, a power of attorney issued by or on behalf of Purchaser Guarantor, authorizing the execution by the attorneys named therein of the Amendment Documents to which Purchaser Guarantor is a party and (d) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of Purchaser Guarantor, certified by an officer of Purchaser Guarantor to be true and correct.
3. Seller Guarantor shall have received a copy of (a) the constitutional documents of New Lessor, (b) the resolutions of the board of directors of New Lessor (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of New Lessor the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which New Lessor is a party, (c) if applicable, a power of attorney issued by or on behalf of New Lessor, authorizing the execution by the attorneys named therein of the Amendment Documents to which New Lessor is a party and (d) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of New Lessor, certified by an officer of New Lessor to be true and correct.
4. Seller Guarantor shall have received a copy of (a) the constitutional documents of Seller, (b) the resolutions of the board of directors of Seller authorizing the transactions contemplated by the Amendment Documents to which it is a party and the power of attorney authorizing the execution by the attorneys named therein of the Amendment Documents to which it is or will be a party and any notices or other documents to be given pursuant thereto and (c) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of Seller, certified by an officer of Seller to be true and correct.

5. The representations and warranties given by each of Purchaser, Purchaser Guarantor, New Lessor and Seller in the Amendment Documents to which it is a party are true and correct.
6. Seller Guarantor shall be reasonably satisfied that all necessary or advisable consents, registrations, filings, approvals, licenses and authorizations shall have been obtained in connection with Purchaser's, Purchaser Guarantor's, New Lessor's and Seller's execution, delivery and performance of their respective obligations under Amendment Documents to which they are a party.
7. Seller Guarantor shall be reasonably satisfied that each of Seller, Purchaser, New Lessor and Purchaser Guarantor has received all regulatory and statutory approvals required for the execution, delivery and performance of its obligations under the Amendment Documents to which it a party.
8. The Bankruptcy Court Order shall be a Final Order.
9. The following Amendment Documents shall have been duly authorized, executed and delivered by the party or parties thereto (other than Seller Guarantor), shall each be satisfactory in form and substance to Seller Guarantor and shall be in full force and effect:
  - (a) the APA Amendment and the Effective Date Confirmation as defined therein;
  - (b) the Purchase Agreement Assignment;
  - (c) the Agency Agreement Amendment;
  - (d) the Reassignment Agreement;
  - (e) the Lease Amendment Agreements;
  - (f) the New Leases; and
  - (g) the New Lease Guarantees.

### Appendix 3

#### Installment Payments and Advance Payments for Undelivered Aircraft

Aircraft MSN	Installment Payments	Advance Payments
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

#### Appendix 4

##### PREVIOUS RENT TERMS

The amount of Rent payable on each Rent Date shall be the Base Rent Amount (a) [REDACTED]:

“**Basic Rent Amount**” means the product of [REDACTED].

“**Relevant Swap Rate**” means the [REDACTED]; and

“**Rent Adjustment Factor**” means the amount specified for the Aircraft and the Base Lease Term set forth below:

The Rent Adjustment Factor for each Aircraft that is a [REDACTED][REDACTED] shall be that set forth in the chart below opposite such Aircraft’s manufacturer’s serial number.

	Aircraft MSN	Rent Adjustment Factor if the [REDACTED]	Rent Adjustment Factor if the [REDACTED]
1	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]	[REDACTED]
5	[REDACTED]	[REDACTED]	[REDACTED]
6	[REDACTED]	[REDACTED]	[REDACTED]
7	[REDACTED]	[REDACTED]	[REDACTED]
8	[REDACTED]	[REDACTED]	[REDACTED]
9	[REDACTED]	[REDACTED]	[REDACTED]
10	[REDACTED]	[REDACTED]	[REDACTED]

The Rent Adjustment Factor for each Aircraft that is a 737 Max 9 (excluding, for the avoidance of doubt, any Re-designated Aircraft) shall be that set forth in the chart below opposite such Aircraft’s manufacturer’s serial number.

	Aircraft MSN	Rent Adjustment Factor if the [REDACTED]	Rent Adjustment Factor if the [REDACTED]
--	--------------	---	---



1	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]	[REDACTED]
5	[REDACTED]	[REDACTED]	[REDACTED]
6	[REDACTED]	[REDACTED]	[REDACTED]

**Appendix 5**

**SCHEDULE 1**

**Part A  
Description of Aircraft**

Aircraft Manufacturer:	[REDACTED]
Aircraft Model and Series:	[REDACTED]
Manufacturer's Serial Number:	[REDACTED]
Engine Manufacturer and Model:	[REDACTED]
Engine Serial Numbers:	[REDACTED]

Aircraft Manufacturer:	[REDACTED]
Aircraft Model and Series:	[REDACTED]
Manufacturer's Serial Number:	[REDACTED]
Engine Manufacturer and Model:	[REDACTED]
Engine Serial Numbers:	[REDACTED]

Aircraft Manufacturer:	[REDACTED]
Aircraft Model and Series:	[REDACTED]
Manufacturer's Serial Number:	[REDACTED]
Engine Manufacturer and Model:	[REDACTED]
Engine Serial Numbers:	[REDACTED]

Aircraft Manufacturer:	[REDACTED]
Aircraft Model and Series:	[REDACTED]
Manufacturer's Serial Number:	[REDACTED]

Engine Manufacturer and Model:	[REDACTED]
Engine Serial Numbers:	[REDACTED]

Aircraft Manufacturer:	[REDACTED]
Aircraft Model and Series:	[REDACTED]
Manufacturer's Serial Number:	[REDACTED]
Engine Manufacturer and Model:	[REDACTED]
Engine Serial Numbers:	[REDACTED]

Aircraft Manufacturer:	[REDACTED]
Aircraft Model and Series:	[REDACTED]
Manufacturer's Serial Number:	[REDACTED]
Engine Manufacturer and Model:	[REDACTED]
Engine Serial Numbers:	[REDACTED]

Aircraft Manufacturer:	[REDACTED]
Aircraft Model and Series:	[REDACTED]
Manufacturer's Serial Number:	[REDACTED]
Engine Manufacturer and Model:	[REDACTED]
Engine Serial Numbers:	[REDACTED]

**Appendix 6**

**SCHEDULE 3**

**PURCHASE PRICE AND SCHEDULED DELIVERY MONTHS**

Airframe Manufacturer / Model		
[REDACTED]		
MSN	Scheduled Delivery Month	Maximum Purchase Price
[REDACTED]	[REDACTED]	[REDACTED]

  

Airframe Manufacturer / Model		
[REDACTED]		
MSN	Scheduled Delivery Month	Maximum Purchase Price
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

**Exhibit 1**

**BANKRUPTCY COURT ORDER**

[attached]

**Annex 4**

**Assigned Purchase Agreement Amendment**

Dated as of April [\_\_], 2021

MEXICAN DRAGON AIRCRAFT HOLDINGS LIMITED

THE BOEING COMPANY

and

AEROVÍAS DE MÉXICO, S.A. DE C.V.

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ASSIGNED PURCHASE AGREEMENT AMENDMENT

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This ASSIGNED PURCHASE AGREEMENT AMENDMENT dated as of April [\_\_\_], 2021 (as amended, supplemented and modified from time to time, this “**Amendment**”), is made between:

- (1) MEXICAN DRAGON AIRCRAFT HOLDINGS LIMITED, a private company limited by shares incorporated in Ireland (“**Purchaser**”);
- (2) THE BOEING COMPANY, a Delaware corporation (“**Boeing**”); and
- (3) AEROVÍAS DE MÉXICO, S.A. DE C.V., a limited liability company (*sociedad anónima de capital variable*) organized and existing under the laws of Mexico (“**AMX**”);

The parties to this Amendment hereby agree as follows:

## ARTICLE I

### INTERPRETATION

Section 1.1 **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings ascribed in the Assigned Purchase Agreement. For purposes of this Amendment, the following terms shall have the meanings indicated below:

“**Agency Agreement**” means the letter agreement dated October 27, 2017 Purchaser, <sup>1</sup> AMX and acknowledged and consented to by Boeing.

“**Agency Agreement Amendment**” means the letter agreement dated on or about the date hereof and executed or to be executed, as applicable, by Purchaser and AMX and consented to or to be consented to, as applicable, by Boeing.

“**AGTA**” means the Aircraft General Terms Agreement AGTA-AMX dated November 1, 2002 between Boeing and AMX.

“[REDACTED].

“[REDACTED].

“[REDACTED].

“[REDACTED].

“[REDACTED].

“[REDACTED].

“[REDACTED].

“[REDACTED].

“[REDACTED].

“**Amendment Documents**” means this Amendment, the Effective Date Confirmation, the IPA Amendment, the New PAA, the Agency Agreement Amendment, the Reassignment Agreement and the Consent Amendment.

“**Assigned Purchase Agreement**” means the Purchase Agreement as assigned absolutely by AMX to Purchaser pursuant to the Purchase Agreement Assignment.

“**Bankruptcy Cases**” means the Chapter 11 cases commenced by AMX and certain affiliates on June 30, 2020 under the lead case no. 20-11563 with the Bankruptcy Court.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of New York.

“**Bankruptcy Court Order**” means an order entered by the Bankruptcy Court substantially in the form of Exhibit 1 (*Bankruptcy Court Order*) or otherwise in form and substance acceptable to the parties hereto and PAAL Cetus.

“**Boeing Consent**” means the Boeing Consent to Collateral Assignment of Purchase Agreement Rights dated as of October 27, 2017 among Purchaser as assignor, Security Trustee as assignee and Boeing.

“**Clover**” means Clover Aircraft Leasing Company Limited, formerly known as Ping An Aircraft Leasing Company Limited.

“**Consent Amendment**” means Amendment No. 1 to Boeing Consent to Collateral Assignment of Purchase Agreement Rights dated on or about the date hereof and executed or to be executed, as applicable, by Purchaser, Security Trustee and Boeing.

“**Effective Date**” has the meaning provided in Section 3.2 (*Conditions to Effective Date*).

“**Effective Date Confirmation**” means the Effective Date Confirmation substantially in the form of Appendix 1 (*Form of Effective Date Confirmation*) and executed or to be executed, as applicable, by the parties hereto.

“**Final Order**” means an order or judgment, the operation or effect of which has not been reversed, stayed, modified, or amended, and as to which order or judgment (or any reversal, stay, modification, or amendment thereof) (a) the time to appeal, seek certiorari, or request reargument or further review or rehearing has expired and no appeal, petition for certiorari, or request for reargument or further review or rehearing has been timely filed, or (b) any appeal that has been or may be taken or any petition for certiorari or request for reargument or further review or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, from which certiorari was sought, or to which the request was made, and no further

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<sup>1</sup> NTD: Ping An/Clover did not sign the agency letter.

appeal or petition for certiorari or request for reargument or further review or rehearing has been or can be granted; provided, however, with respect to either of the foregoing, no order or judgment shall fail to be a final order solely because of the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed with respect to such order or judgment.

**“Guaranty”** means the Guaranty Agreement dated as of October 27, 2017 made by AMX in favor of Boeing.

**“IPA Amendment”** means the Installment Purchase Agreement Amendment dated on or about the date hereof and executed or to be executed, as applicable, by, PAAL Cetus as purchaser, Purchaser as seller, AMX and Clover amending the Installment Purchase Agreement dated as of October 27, 2017 among such parties.

**“New PAA”** means the Purchase Agreement Assignment dated on or about the date hereof in respect of [REDACTED] and executed or to be executed, as applicable, by AMX as assignor and Purchaser as assignee and consented to or to be consented to, as applicable, by the Manufacturer pursuant to the Boeing’s consent, agreement and release dated on or about the date hereof and made or to be made, as applicable, by Boeing.

**“Purchase Agreement”** means Purchase Agreement [REDACTED] dated November 5, 2012 between Boeing and AMX under which AMX has agreed to purchase certain Boeing Model [REDACTED] aircraft incorporating the AGTA.

**“PAAL Cetus”** means PAAL Cetus Company Limited.

**“Purchase Agreement Assignment”** means the Purchase Agreement Assignment date as of October 27, 2017 between AMX as assignor and Purchaser as assignee as consented to by Boeing.

**“Reassignment Agreement”** means the reassignment agreement in respect [REDACTED] dated on or about the date hereof between Purchaser, AMX and Boeing.

**“Scheduled Delivery Month”** means for any Undelivered Aircraft, the month set forth opposite such Undelivered Aircraft on Appendix 3.

**“Security Trustee”** means PAAL Cetus as security trustee under the Mortgage and Security Agreement dated October 27, 2017 between Purchaser as assignor and grantor and PAAL Cetus as assignee and security trustee.

**“Undelivered Aircraft”** means [REDACTED].

Section 1.2 **Construction.** Headings are to be ignored in construing this Amendment and unless the contrary intention is stated, a reference to:

(a) the definitions set forth in Section 1.1 (*Definitions*) shall apply equally to both the singular and plural forms of the terms defined;

(b) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms;

(c) the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”;

(d) this “Amendment”, any other Amendment Document or any other agreement or instrument is a reference to this Amendment, such other Amendment Document or such other agreement or instrument as amended, novated, supplemented, extended or restated from time to time; and

(e) a Section or an Appendix is to a section of or an appendix to this Amendment.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.1 **Purchaser Representations and Warranties.** Purchaser represents and warrants to Boeing and AMX that the following statements are on the date hereof and upon the date the Bankruptcy Court Order becomes a Final Order true and accurate:

(a) Purchaser is a private company limited by shares, duly incorporated under the laws of Ireland and has the company power to own its assets and carry on its business as it is being conducted.

(b) Purchaser has all requisite company power and authority and all necessary consents, approvals, authorizations, orders, registrations, qualifications, licenses and permits of and from all public regulatory or governmental agencies and bodies, to enter into all Amendment Documents to which it is, or will be, a party and to perform its obligations thereunder.

(c) This Amendment and each of the other Amendment Documents to which Purchaser is a party have been duly authorized, executed and delivered by Purchaser, and each of this Amendment and such other Amendment Documents constitutes Purchaser’s legal, valid and binding obligation, enforceable against Purchaser in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting creditors’ rights generally and general principles of equity.

(d) The entry into and performance by Purchaser of, and the transactions contemplated by, the Amendment Documents to which it is a party do not conflict with (i) any law

applicable to it, (ii) the constitutional documents of Purchaser or (iii) any agreement or instrument binding upon it or any of its assets.

**Section 2.2 Boeing Representations and Warranties.** Boeing represents and warrants to Purchaser and AMX that the following statements are on the date hereof and upon the date the Bankruptcy Court Order becomes a Final Order true and accurate:

(a) Boeing is a company duly incorporated under the laws of Delaware and has the corporate power to own its assets and carry on its business as it is being conducted.

(b) Boeing has all requisite corporate power and authority and all necessary consents, approvals, authorizations, orders, registrations, qualifications, licenses and permits of and from all public regulatory or governmental agencies and bodies, to enter into all Amendment Documents to which it is, or will be, a party and to perform its obligations thereunder.

(c) This Amendment and each of the other Amendment Documents to which Boeing is a party have been duly authorized, executed and delivered by it, and each of this Amendment and such other Amendment Documents constitutes Boeing's legal, valid and binding obligation, enforceable against Boeing in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting creditors' rights generally and general principles of equity.

(d) The entry into and performance by Boeing of, and the transactions contemplated by, the Amendment Documents to which it is a party do not conflict with (i) any law applicable to it, (ii) the constitutive documents of Boeing or (iii) any agreement or instrument binding upon it or any of its assets.

**Section 2.3 AMX Representations and Warranties.** AMX represents and warrants to Boeing and Purchaser that the following statements are on the date hereof and upon the date the Bankruptcy Court Order becomes a Final Order true and accurate:

(a) AMX is a limited liability company (*sociedad anónima de capital variable*) duly incorporated under the laws of Mexico and has the company power to own its assets and carry on its business as it is being conducted.

(b) Subject to entry of the Bankruptcy Court Order (which shall be a Final Order), AMX has all requisite company power and authority and all necessary consents, approvals, authorizations, orders, registrations, qualifications, licenses and permits of and from all public regulatory or governmental agencies and bodies, to enter into all such Amendment Documents and to perform its obligations thereunder.

(c) Subject to entry of the Bankruptcy Court Order (which shall be a Final Order), this Amendment and each of such other Amendment Document have been duly authorized, executed and delivered by AMX, and each of this Amendment and such other Amendment Documents constitutes AMX's legal, valid and binding obligation, enforceable against AMX in

accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting creditors' rights generally and general principles of equity.

(d) The entry into and performance by AMX of, and the transactions contemplated by, the Amendment Documents to which it is a party do not conflict with (i) any law applicable to it, (ii) the constitutional documents of AMX or (iii) any agreement or instrument binding upon it or any of its assets.

### **ARTICLE III EFFECTIVENESS; CONDITIONS PRECEDENT**

Section 3.1 **Condition to Effectiveness of this Amendment.** This Amendment shall become effective when the Bankruptcy Court Order becomes a Final Order.

Section 3.2 **Conditions to Effective Date.** The agreements and confirmations set forth in Article IV (*Amendments and Confirmations*) shall become effective on the date (the "**Effective Date**") when (a) the conditions set forth in Part A (*Purchaser Conditions Precedent to Effective Date*) of Appendix 2 (*Conditions Precedent*) have been satisfied or waived by Purchaser, (b) the conditions set forth in Part B (*Boeing Conditions Precedent to Effective Date*) of Appendix 2 (*Conditions Precedent*) have been satisfied or waived by Boeing, and (c) the conditions set forth in Part C (*AMX Conditions Precedent to Effective Date*) of Appendix 2 (*Conditions Precedent*) have been satisfied or waived by AMX and the condition set forth in Section 3.1 has been fulfilled. Each of the parties hereto shall execute and deliver the Effective Date Confirmation confirming that the Effective Date has occurred when it is satisfied that such conditions for its benefit have been satisfied or waived by it.

### **ARTICLE IV AMENDMENTS AND CONFIRMATIONS**

Section 4.1 **Confirmation of Aircraft, Installment Payments and Advance Payments.** Subject to and upon the occurrence of the Effective Date:

(a) (i) Purchaser will reassign absolutely to AMX pursuant to the Reassignment Agreement all rights under the Assigned Purchase Agreement in respect of [REDACTED], including the right to purchase such aircraft, (ii) AMX will assign absolutely to Purchaser pursuant to the New PAA such rights under the Purchase Agreement [REDACTED] which are equivalent to the rights assigned by AMX to Purchaser with respect to the other Undelivered Aircraft, including the right to purchase such Aircraft, and (iii) all obligations of Purchaser to purchase [REDACTED] and all obligations of Manufacturer to sell such Aircraft under the Assignment Purchase Agreement shall be terminated;

(b) all references to the manufacturer's serial number "[REDACTED]", in the Assigned Purchase Agreement and the Guaranty shall be amended to references to manufacturer's serial number "[REDACTED]";

(c) all references to the manufacturer's serial number "[REDACTED]", in the Assigned Purchase Agreement and the Guaranty shall be amended to references to manufacturer's serial number "[REDACTED]";

(d) (i) [REDACTED];

(e) notwithstanding any provision of the Assigned Purchase Agreement to the contrary, the aircraft remaining subject to the Assigned Purchase Agreement as amended hereby and the amount of the advance payments held by Boeing on behalf of Purchaser in respect of each such Undelivered Aircraft and the scheduled months of delivery for each such Undelivered Aircraft are set forth on Appendix 3 (*Scheduled Delivery Month and Advance Payment Balances for Undelivered Aircraft*) and the scheduled months of delivery cannot be amended, supplemented, waived or otherwise modified without the prior written consent of Purchaser, AMX and Security Trustee; and

(f) [REDACTED].

#### Section 4.2 **Termination Rights.**

(a) As of the Effective Date, Purchaser waives all termination rights for the Undelivered Aircraft for delay except as provided in the Assigned Purchase Agreement. For the avoidance of doubt, Purchaser shall have the rights and remedies available to it under the Purchase Agreement in the event of delays in delivery or failure to deliver an Undelivered Aircraft based on its revised Scheduled Delivery Month (as such Scheduled Delivery Month may be revised from time to time with the written consent of Purchaser, Boeing and AMX); provided, however, such rights and remedies do not apply to the extent any delay in delivery or failure to deliver an Undelivered Aircraft is attributable to Purchaser.

(b) [REDACTED];

(c) In the event delivery of an Undelivered Aircraft is terminated pursuant to Section 4.2(b), Boeing shall promptly pay to the Purchaser all advance payments in respect of such Undelivered Aircraft.

(d) [REDACTED].

(e) Termination of delivery of an Undelivered Aircraft under this Section 4.2 will discharge all obligations and liabilities of Boeing and Purchaser with respect to such Undelivered Aircraft, and all related undelivered Materials (as defined in Exhibit B, Customer Support Document of the AGTA), training, services, and other things terminated under the Assigned Purchase Agreement and this Amendment, except for the rights and obligations under this Amendment and the Assigned Purchase Agreement regarding the non-disclosure of confidential information shall survive such termination.

Section 4.3 **Undelivered Aircraft Escalation Adjustment.** [REDACTED].

Section 4.4 **Existing Defaults.** Boeing agrees that any and all defaults under the Assigned Purchase Agreement have been cured or waived.

Section 4.5 **Guarantee Confirmations.** Subject to approval by the Bankruptcy Court of the transactions contemplated by the Amendment Documents, AMX hereby confirms that it assumes the Guaranty and the Guarantee remains in full force and effect with respect to the guaranty of the obligations of Purchaser under the Assigned Purchase Agreement and the Purchase Agreement Assignment as modified and amended by the Amendment Documents. All references to scheduled delivery months or periods for each Undelivered Aircraft in the definition of "Aircraft" in the Guaranty shall be amended to the Scheduled Delivery Month for that Undelivered Aircraft set forth in Appendix 3.

Section 4.6 **No Other Amendments; Assigned Purchase Agreement Continuing.** Other than as provided in this Amendment, the terms and conditions of the Assigned Purchase Agreement remain unchanged and shall continue in full force and effect.

## ARTICLE V

### MISCELLANEOUS

Section 5.1 **No Assignment.** The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. None of Purchaser, Boeing and AMX shall assign or transfer all or any of its rights and/or obligations under this Amendment without the prior written consent of each of the other parties hereto; except that Purchaser may collaterally assign its rights hereunder to Security Trustee.

Section 5.2 **Counterparts.** This Amendment may be executed in any number of separate counterparts and each counterpart shall when executed and delivered be an original document but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by fax or email will be deemed as effective as delivery of an originally executed version.

Section 5.3 **Notices.** The provisions of Article 11 of the AGTA are hereby incorporated into this Amendment *mutatis mutandis*; provided that the notice details for Purchaser and for AMX shall be:

for Purchaser:

[REDACTED]

with a copy to AMX; and

for AMX:

[REDACTED]



Section 5.4 **Amendments in Writing.** This Amendment shall not be amended or supplemented, or any provision hereof waived, without the consent in writing of each party.

Section 5.5 **Illegality.** If any part of this Amendment becomes invalid, illegal or unenforceable under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected.

Section 5.6 **Whole Agreement.** This Amendment and the other Amendment Documents constitute the entire agreement between the parties hereto in relation to the amendment of the Assigned Purchase Agreement as contemplated herein and matters related thereto and supersede all previous proposals, representations, amendments and other written and oral communications in relation thereto.

Section 5.7 **Costs and Expenses.** AMX shall pay its own and Purchaser's costs and expenses (including legal fees) in connection with the negotiation of this Amendment and the other Amendment Documents as may be required to obtain the Bankruptcy Court's approval thereof, and Boeing shall pay its own costs and expenses (including legal fees) in connection with the negotiation of this Amendment and the other Amendment Documents as may be required to obtain the Bankruptcy Court's approval thereof.

Section 5.8 **Disclosure.** Notwithstanding any provision of the IPA or any other Transaction Document to the contrary, AMX may disclose this Amendment and any other Amendment Document (a) as may be required to obtain the Bankruptcy Court's approval of this Amendment or the other Amendment Documents; or (b) to the U.S. Trustee, the Unsecured Creditors Committee or the entities providing the debtor-in-possession financing to AMX, its Affiliates and any of their respective related Persons.

Section 5.9 **Electronic Signatures.** In connection with the performance of their respective duties hereunder, each party may give notices, consents, directions, approvals, instructions and requests to, and otherwise communicate with, each other using electronic means, including email transmission to such email addresses as each such party shall designate to the other parties, and, if necessary or if requested by the other party or parties, with an "electronic signature" or other "electronic record" (as such terms are defined in the New York State Electronic Signatures and Records Act). Delivery of an executed counterpart of this Amendment or any other Amendment Document by facsimile, email, "electronic signature" or other "electronic record" will be deemed as effective as delivery of an originally executed counterpart. Any party delivering an executed counterpart of this Amendment or any other Amendment Document by facsimile, email, "electronic signature" or other "electronic record" will also deliver an originally executed counterpart thereof, but the failure of any party to deliver an originally executed counterpart of this Amendment or any other Amendment Document will not affect the validity or effectiveness of this Amendment or such other Amendment Document.

## **ARTICLE VI**

### **GOVERNING LAW**

THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, PROVIDED THAT WASHINGTON'S CHOICE OF LAW RULES SHALL NOT BE INVOKED OR USED FOR THE PURPOSE OF APPLYING, OR IF THE RESULT WOULD BE THE APPLICATION OF, THE LAW OF ANOTHER JURISDICTION.

## **ARTICLE VII**

### **LIMITATION ON RECOURSE AND NON-PETITION**

Section 7.1 Notwithstanding any other provision of this Amendment to the contrary:

(a) Neither AMX nor Boeing shall institute against, or join any other Person in instituting against, Purchaser, any bankruptcy, reorganization, arrangement, insolvency, examinership, winding-up, moratorium or liquidation proceedings, or other similar proceedings under Irish law, or the laws of any other applicable jurisdiction;

(b) without prejudice to Section 4.5 (*Guarantee Confirmations*), the obligations of Purchaser to AMX and Boeing under and in connection with this Amendment and the other Amendment Documents shall be limited recourse obligations payable solely from the available assets of Purchaser. No recourse shall be had against any shareholder, employee, officer, director or agent of Purchaser under or in connection with this Amendment, it being understood and agreed that the obligations of Purchaser hereunder are corporate obligations; and

(c) this Article VII shall survive the termination of this Amendment and the Assigned Purchase Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF this Amendment has been signed on the day and year first above written.

**PURCHASER**  
MEXICAN DRAGON AIRCRAFT HOLDINGS  
LIMITED

By: \_\_\_\_\_  
Name:  
Title:

**AMX**

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Signature Page

Assigned Purchase Agreement Amendment ([REDACTED])

**BOEING**  
THE BOEING COMPANY

By: \_\_\_\_\_  
Name:  
Title:



## Appendix 1

### Form of Effective Date Confirmation

#### EFFECTIVE DATE CONFIRMATION

Dated: \_\_\_\_\_, 2021

The undersigned hereby agree as follows:

1. This Effective Date Confirmation is entered into for purposes of the Assigned Purchase Agreement Amendment, dated as of April [ ], 2021 (the “**Amendment**”), among the undersigned.
2. Terms used in this Effective Date Confirmation shall have the meanings given to them in the Amendment.
3. Purchaser hereby confirms that as of the date hereof all conditions precedent in its favor set out in Part A (*Purchaser Conditions Precedent to Effective Date*) of Appendix 2 (*Conditions Precedent*) of the Amendment have been satisfied or are hereby waived by Purchaser.
4. Boeing hereby confirms that as of the date hereof all conditions precedent in its favor set out in Part B (*Boeing Conditions Precedent to Effective Date*) of Appendix 2 (*Conditions Precedent*) of the Amendment have been satisfied or are hereby waived by Boeing.
5. AMX hereby confirms that as of the date hereof all conditions precedent in its favor set out in Part C (*AMX Conditions Precedent to Effective Date*) of Appendix 2 (*Conditions Precedent*) of the Amendment have been satisfied or are hereby waived by AMX.
6. The Effective Date is the date of this Effective Date Confirmation.
7. This Effective Date Confirmation shall in all respects be governed by, and construed in accordance with, the laws of the State of Washington, including all matters of construction, validity and performance, but excluding the conflict of laws provisions thereof.
8. This Effective Date Confirmation may be executed in any number of counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Effective Date Confirmation by telecopy or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Effective Date Confirmation.

**PURCHASER**  
MEXICAN DRAGON AIRCRAFT HOLDINGS  
LIMITED

By: \_\_\_\_\_  
Name:  
Title:

**AMX**  
AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**BOEING**  
THE BOEING COMPANY

By: \_\_\_\_\_  
Name:  
Title:



## **Appendix 2**

### **Conditions Precedent**

#### **Part A**

#### **Purchaser Conditions Precedent to Effective Date**

1. Purchaser shall have received a copy of (a) the constitutional documents of Boeing, (b) the resolutions of the board of directors of Boeing (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of Purchaser the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which Purchaser is a party and (c) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of Boeing, certified by an officer of Boeing to be true and correct.
2. Purchaser shall have received a copy of (a) the constitutional documents of AMX, (b) the resolutions of the board of directors of AMX (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of AMX the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which AMX is a party, (c) if applicable, a power of attorney issued by or on behalf of AMX, authorizing the execution by the attorneys named therein of the Amendment Documents to which AMX is a party, and (d) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of AMX, certified by an officer of AMX to be true and correct.
3. The representations and warranties given by Boeing and AMX in the Amendment Documents to which they are a party are true and correct.
4. Purchaser shall be reasonably satisfied that all necessary or advisable consents, registrations, filings, approvals, licenses and authorizations shall have been obtained in connection with Boeing's and AMX's execution, delivery and performance of their respective obligations under Amendment Documents to which they are a party.
5. The Bankruptcy Court Order shall be a Final Order.

Each of the Amendment Documents and the Effective Date Confirmation as defined in the IPA Amendment shall have been duly authorized, executed and delivered by the party or parties thereto (other than Purchaser), and shall each be satisfactory in form and substance to Purchaser and shall be in full force and effect.

**Part B**  
**Boeing Conditions Precedent to Effective Date**

1. Boeing shall have received a copy of (a) the constitutional documents of Purchaser, (b) the resolutions of the board of directors of Purchaser (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of Purchaser the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which Purchaser is a party, (c) if applicable, a power of attorney issued by or on behalf of Purchaser, authorizing the execution by the attorneys named therein of the Amendment Documents to which Purchaser is a party and (d) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of Purchaser, certified by an officer of Purchaser to be true and correct.
2. Boeing shall have received a copy of (a) the constitutional documents of AMX, (b) the resolutions of the board of directors of AMX (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of AMX the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which AMX is a party, (c) if applicable, a power of attorney issued by or on behalf of AMX, authorizing the execution by the attorneys named therein of the Amendment Documents to which AMX is a party, and (d) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of AMX, certified by an officer of AMX to be true and correct.
3. The representations and warranties given by AMX and Purchaser in the Amendment Documents to which they are a party are true and correct.
4. Boeing shall be reasonably satisfied that all necessary or advisable consents, registrations, filings, approvals, licenses and authorizations shall have been obtained in connection with AMX's and Purchaser's execution, delivery and performance of their respective obligations under Amendment Documents to which they are a party.
5. Boeing shall be reasonably satisfied that each of AMX and Purchaser have received all regulatory and statutory approvals required for the execution, delivery and performance of its obligations under the Amendment Documents to which it is a party.
6. The Bankruptcy Court Order shall be a Final Order.
7. Each of the Amendment Documents shall have been duly authorized, executed and delivered by the party or parties thereto (other than Boeing), shall each be satisfactory in form and substance to Boeing and shall be in full force and effect.

**Part C**  
**AMX Conditions Precedent to Effective Date**

1. AMX shall have received a copy of (a) the constitutional documents of Purchaser, (b) the resolutions of the board of directors of Purchaser (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of Purchaser the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which Purchaser is a party, (c) if applicable, a power of attorney issued by or on behalf of Purchaser, authorizing the execution by the attorneys named therein of the Amendment Documents to which Purchaser is a party and (d) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of Purchaser, certified by an officer of Purchaser to be true and correct.
2. AMX shall have received a copy of (a) the constitutional documents of Boeing, (b) the resolutions of the board of directors of Boeing (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of Boeing the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which Boeing is a party (c) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of Seller, certified by an officer of Boeing to be true and correct.
3. The representations and warranties given by each of Purchaser and Boeing in the Amendment Documents to which it is a party are true and correct.
4. AMX shall be reasonably satisfied that all necessary or advisable consents, registrations, filings, approvals, licenses and authorizations shall have been obtained in connection with Purchaser's and Boeing's execution, delivery and performance of their respective obligations under Amendment Documents to which they are a party.
5. AMX shall be reasonably satisfied that of Boeing and Purchaser has received all regulatory and statutory approvals required for the execution, delivery and performance of its obligations under the Amendment Documents to which it a party.
6. The Bankruptcy Court Order shall be a Final Order.
7. Each of the Amendment Documents and the Effective Date Confirmation as defined in the IPA Amendment shall have been duly authorized, executed and delivered by the party or parties thereto (other than AMX), shall each be satisfactory in form and substance to AMX and shall be in full force and effect.

### Appendix 3

#### Scheduled Delivery Month and Advance Payment Balances for Undelivered Aircraft

Airframe Manufacturer / Model [REDACTED]		
MSN	Scheduled Delivery Month	Advance Payments
[REDACTED]	[REDACTED]	[REDACTED]

  

Airframe Manufacturer / Model Boeing 737 Max 9		
MSN	Scheduled Delivery Month	Advance Payments
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

**Annex 5**

**Purchase Agreement Assignment**

**PURCHASE AGREEMENT  
ASSIGNMENT**

dated as of April [\_\_\_], 2021

between

**AEROVÍAS DE MÉXICO, S.A. DE C.V.**  
as Assignor

and

**MEXICAN DRAGON AIRCRAFT HOLDINGS LIMITED**  
as Assignee

As Consented and Agreed to  
by The Boeing Company

Relating to [REDACTED] under Purchase Agreement No. 3813

Purchase Agreement Assignment  
[REDACTED]

This PURCHASE AGREEMENT ASSIGNMENT (this “**Agreement**”) dated as of April [\_\_\_], 2021 between AEROVÍAS DE MÉXICO, S.A. DE C.V., a limited liability company (*sociedad anónima de capital variable*) organized and existing under the laws of Mexico, as assignor (“**Assignor**”), and MEXICAN DRAGON AIRCRAFT HOLDINGS LIMITED, a private company limited by shares incorporated under the laws of Ireland, as assignee (“**Assignee**”).

**WITNESSETH:**

WHEREAS, Assignor and The Boeing Company (“**Manufacturer**”) are parties to that certain Purchase Agreement No. 3813, dated November 5, 2012 (the “**2012 Purchase Agreement**”) and to that certain aircraft general terms agreement AGTA-AMX, dated November 1, 2002 (the “**AGTA**” and together with the 2012 Purchase Agreement, collectively, the “**Purchase Agreement**”), pursuant to which Manufacturer has agreed, among other things, to manufacture and sell to Assignor, and Assignor has agreed, among other things, to purchase, certain aircraft, engines and related equipment including those two (2) certain Boeing Model 737 MAX-9 aircraft currently assigned [REDACTED] and scheduled for delivery in February, 2022 and March, 2022, respectively (the “**Additional Aircraft**”) which have not yet been delivered to Assignor under the Purchase Agreement;

WHEREAS, Assignee and Manufacturer are parties to that certain Purchase Agreement as assigned to and assumed by Assignee pursuant to that certain Purchase Agreement Assignment dated as of October 27, 2017 between Assignor and Assignee and consented and agreed to by Manufacturer (the “**Original PAA**” and the Purchase Agreement as so assigned collectively, the “**Original APA**”), pursuant to which the Manufacturer has agreed, among other things, to manufacture and sell to Assignee, and Assignee has agreed, among other things, to purchase, [REDACTED] (the “**Original Aircraft**”) and only the Original Aircraft bearing [REDACTED] have been delivered to Assignee under the Original APA;

WHEREAS, Assignor wishes to transfer and assign to Assignee certain of Assignor's rights and interests in and to the Additional Aircraft under the Purchase Agreement which are equivalent to the rights assigned by Assignor to Assignee with respect to the Original Aircraft (to the extent such Purchase Agreement relates to the Additional Aircraft, and as provided below in Section 1), and Assignor further wishes to divest itself of, and be released from, all its obligations and liabilities under the Purchase Agreement with respect to the Additional Aircraft (except as otherwise provided herein);

WHEREAS, Assignee wishes to acquire rights and interests in and to the Additional Aircraft as so assigned and to assume Assignor's obligations and liabilities under the Purchase Agreement with respect to the Additional Aircraft;

Purchase Agreement Assignment  
[REDACTED]

WHEREAS, Assignee will reassign absolutely to Assignor all rights under the Original PAA in respect of [REDACTED];

WHEREAS, all obligations of Assignee to purchase [REDACTED] and all obligations of Manufacturer to sell such aircraft under the Original APA shall be terminated;

WHEREAS, all advance payments previously paid in respect of [REDACTED], respectively

WHEREAS, Manufacturer, pursuant to the Manufacturer's Consent and Agreement attached hereto, is prepared to consent to such assignment, assumption and release on the terms and conditions hereafter set forth; and

WHEREAS, on the Effective Date as defined below, Assignee, Assignor and Manufacturer will amend the Original APA pursuant to the Assigned Purchase Agreement Amendment dated as of the date hereof among Assignee, Assignor and Manufacturer to, among other things, include the Additional Aircraft and the rights and obligations under the Purchase Agreement as assigned and assumed under this Agreement and in the Original APA (the "**Assigned Purchase Agreement Amendment**" and the Original APA as so amended, the "**Assigned Purchase Agreement**");

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements herein contained and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

## **SECTION 1. DEFINITIONS AND INTERPRETATION**

### **(a) Definitions**

Capitalized terms used, but not defined, herein shall have the respective meanings ascribed thereto in the Assigned Purchase Agreement. For purposes of this Agreement, the following terms shall have the following meanings:

**"Advance Payment Amounts"** means in relation to each Additional Aircraft the sum of all advance payments paid to Manufacturer under the Purchase Agreement or otherwise in relation to such Additional Aircraft up to and including the Effective Date as separately agreed by the Manufacturer.

**"Bankruptcy Cases"** means the Chapter 11 cases and proceedings initially filed by Assignor and certain affiliates under the lead case no. 20-11563 with the



Purchase Agreement Assignment  
[REDACTED]

Bankruptcy Court and all affiliated and associated filings and proceedings in any other court or jurisdiction relating to such cases.

**“Bankruptcy Court”** means the United States Bankruptcy Court for the Southern District of New York.

**“Bankruptcy Court Order”** has the meaning provided in the Assigned Purchase Agreement Amendment.

**“Consent Agreement”** means that certain Consent to Collateral Assignment of Purchase Agreement Rights relating to the Security Agreement, dated as of October 27, 2017, among Assignee, Assignor, Manufacturer and Security Trustee.

**“Effective Date”** means the date specified in the Effective Date Confirmation after the Bankruptcy Order becomes a Final Order as being the date upon which the transactions contemplated by this Agreement shall be deemed to occur.

**“Effective Date Confirmation”** has the meaning given to it in the Assigned Purchase Agreement Amendment.

**“Final Order”** means an order or judgment, the operation or effect of which has not been reversed, stayed, modified, or amended, and as to which order or judgment (or any reversal, stay, modification, or amendment thereof) (a) the time to appeal, seek certiorari, or request reargument or further review or rehearing has expired and no appeal, petition for certiorari, or request for reargument or further review or rehearing has been timely filed, or (b) any appeal that has been or may be taken or any petition for certiorari or request for reargument or further review or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, from which certiorari was sought, or to which the request was made, and no further appeal or petition for certiorari or request for reargument or further review or rehearing has been or can be granted; provided, however, with respect to either of the foregoing, no order or judgment shall fail to be a final order solely because of the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed with respect to such order or judgment.

**“Guaranty”** means the Guaranty Agreement dated as of October 27, 2017, between Assignor and Manufacturer.

**“Installment Purchase Agreement”** means the Installment Purchase Agreement, dated as of October 27, 2017, among, *inter alios*, Assignee, Assignor and Security Trustee, as purchaser.

**“Lien”** means: (a) any mortgage, charge, pledge, assignment, title retention, lien or other encumbrance securing any obligation of any person or any other agreement

Purchase Agreement Assignment  
[REDACTED]

or arrangement having a similar effect; or (b) any agreement to give any of the foregoing.

**“Purchasers”** has the meaning ascribed to it in the Installment Purchase Agreement.

**“Security Agreement”** means the Mortgage and Security Agreement, dated as of October 27, 2017, between Assignee as assignor and grantor and Security Trustee as assignee for the benefit of the Purchasers.

**“Security Trustee”** means [REDACTED] as security trustee under the Security Agreement.

**“Share Mortgage”** means the Share Mortgage, dated as of October 27, 2017, between [REDACTED] as mortgagor and Security Trustee as mortgagee concerning the shares of Assignee.

**(b) Interpretation**

In this Agreement:

1. references to sections, paragraphs or clauses are to be construed as references to the sections, paragraphs and clauses of this Agreement;
2. references to this Agreement (or to any specified provisions of this Agreement) or any other document shall be construed as references to this Agreement, that provision or that document as in force for the time being and as amended in accordance with its terms, or, as the case may be, with the agreement of the relevant parties;
3. words importing the plural shall include the singular and vice versa;
4. headings to sections are for convenience only and are to be ignored in construing this Agreement;
5. references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any state or any agency thereof and shall include references to its successors, permitted transferees and permitted assigns;
6. references to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute;

Purchase Agreement Assignment

[REDACTED]

7. liability includes any obligation or liability (whether present or future, actual or contingent, secured or unsecured, as principal or surety or otherwise);

8. the words other and otherwise shall not be construed ejusdem generis with any foregoing words where a wider construction is possible; and

9. the words herein, hereof and hereunder, and words of similar import shall be construed to refer to a document in its entirety and not to any particular provision of such document.

## **SECTION 2. ASSIGNMENT, ASSUMPTION AND RELEASE**

Subject to and upon occurrence of the Effective Date:

### **(a) Assignment**

Effective on the Effective Date and subject to Section 2(c) and 2(d), Assignor does hereby sell, assign, transfer, convey and set over to the Assignee all of Assignor's right, title and interest under, in and to, and all of Assignor's obligations, duties, covenants, indemnities and liabilities under, the Purchase Agreement as and to the extent the same relates to the Additional Aircraft including, without limitation and except as otherwise provided herein (i) the right to purchase and take title to the Additional Aircraft, and (ii) the obligations of Assignor to purchase and take title to the Additional Aircraft and to pay the outstanding balance of the purchase price thereof. Assignor and the Assignee hereby acknowledge and agree that (x) the sale and assignment effected by this Agreement is not made for security purposes but is absolute, unconditional and irrevocable and (y) this Agreement does not create or evidence the existence of and is not otherwise subject to any partnership or joint venture or similar association between Assignor and the Assignee.

### **(b) Assumption**

Effective on the Effective Date and subject to Section 2(c) and 2(d), Assignee hereby accepts the foregoing sale, assignment, transfer and conveyance and hereby assumes and agrees to observe and perform all the obligations, duties, covenants, indemnities and liabilities of Assignor under the Assigned Purchase Agreement with respect to the Additional Aircraft (whether or not such obligations, duties, covenants, indemnities and liabilities arose prior to the execution of this Agreement) in every way as if the Assignee had at all times been a party to the Assigned Purchase Agreement in place of the Assignor.

### **(c) [REDACTED]**

[REDACTED].

Purchase Agreement Assignment  
[REDACTED]

**(d) Purchase Price**

Notwithstanding any provision of the Purchase Agreement to the contrary, Assignee will be entitled to purchase each Additional Aircraft [REDACTED].

**(d) Acknowledgement**

Assignor further agrees and acknowledges that, it shall not have an option or other right or ability to have reassigned, retransferred or otherwise returned to it any of its rights, title, or interests in, to or under the Purchase Agreement assigned pursuant to clause (a) of this Section 2; and the Assignee shall be free to possess, retain and exercise all such assigned rights, title and interests without any restriction imposed by, or discretion to deal with or manage the same retained by, Assignor.

**SECTION 3. ASSIGNEE'S OBLIGATIONS**

**(a) Assignee as Buyer**

Without limiting clause (b) of Section 2, Assignee agrees for the benefit of Manufacturer and Assignor and their successors and permitted assigns that Assignee shall, from and after the Effective Date, be liable to the Manufacturer as the "Customer" and "Buyer" under the Assigned Purchase Agreement with respect to the Additional Aircraft to perform all of the duties and obligations thereunder as "Customer" and "Buyer."

**(b) Assigned Purchase Agreement Terms**

[REDACTED].

**SECTION 4. ADDITIONAL OBLIGATIONS AND ACKNOWLEDGEMENTS**

**(a) No Additional Liability of Manufacturer**

Assignor and Assignee hereby acknowledge and agree, expressly for the benefit of Manufacturer, that nothing contained herein shall subject Manufacturer to any obligation or liability to which it would not otherwise be subject under the 2012 Purchase Agreement or modify in any respect the rights and interests of Manufacturer thereunder.

**(b) Non-disclosure of Assigned Purchase Agreement Terms**

Purchase Agreement Assignment  
[REDACTED]

Each of Assignor and Assignee hereby agrees, expressly for the benefit of Manufacturer, that it will not disclose the terms of the Purchase Agreement or the Assigned Purchase Agreement to any third party except (i) as required by applicable laws or governmental regulations, (ii) with the prior written consent of Manufacturer, (iii) to its accountants or financial or other professional advisors, (iv) the Purchasers and Security Trustee, (v) the Bankruptcy Court to the extent required to obtain the Bankruptcy Court Order; provided that the parties shall endeavor to have the same filed with the Bankruptcy Court under seal or otherwise redacted to the extent permitted or (vi) to the U.S. Trustee, the Unsecured Creditors Committee and the entities providing Assignor debtor in possession financing.

**(c) Actual Notice to Manufacturer**

Assignor and Assignee hereby agree, expressly for the benefit of Manufacturer, that for all purposes of this Agreement, Manufacturer shall not be deemed to have knowledge of and need not recognize any event, condition, right, remedy or dispute affecting the interests of Assignor or Assignee hereunder unless and until Manufacturer shall have received written notice thereof, addressed to its [REDACTED], if by facsimile, and, in acting in accordance with the Assigned Purchase Agreement, Manufacturer may conclusively rely on such notice.

**(d) Assignee's Agent**

Assignee hereby agrees, expressly for the benefit of Manufacturer, that from and after the Effective Date, Manufacturer shall deal solely and exclusively with Assignor, as Assignee's agent, with respect to all matters relating to the Assigned Purchase Agreement.

**(e) Assignor's Obligations**

Specifically for the benefit of Manufacturer, for the avoidance of doubt, Assignor hereby acknowledges and agrees that Assignor is not released, and shall not be released, from any of its obligations, duties, covenants, indemnities and liabilities under the Purchase Agreement that relate to any period prior to the Effective Date; and more specifically (but without limitation), Assignor is not released from its continuing obligations to Manufacturer under (a) the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES in Article 11.2 of Exhibit C to the AGTA as it relates to anything provided by Manufacturer to Assignor under the Purchase Agreement prior to the Effective Date, or (ii) the confidentiality provisions in the Purchase Agreement, or (iii) the insurance provisions in Article 8.2 of the AGTA.

Purchase Agreement Assignment  
[REDACTED]

## **SECTION 5. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES**

Assignor hereby represents and warrants to Assignee and Manufacturer that on the date hereof and upon the date the Bankruptcy Court Order becomes a Final Order:

1. Assignor is a limited liability company (*sociedad anónima de capital variable*) organized and existing under the laws of Mexico and has the corporate power to own its assets and carry on its business as it is being conducted.
2. Subject to entry of the Bankruptcy Court Order (which shall be a Final Order), Assignor has all requisite company power and authority and all necessary consents, approvals, authorizations, orders, registrations, qualifications, licenses and permits of and from all public regulatory or governmental agencies and bodies, to enter into this Agreement and to perform its obligations hereunder;
2. Subject to entry of the Bankruptcy Court Order (which shall be a Final Order) this Agreement has been duly authorized, executed and delivered by Assignor and constitutes the valid, legal and binding obligation of Assignor except as enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting creditors' rights generally and general principles of equity;
3. Assignor's execution, delivery and performance of this Agreement require neither Assignor's shareholders' approval nor the consent or approval of, the giving notice to, the registration with or the taking of any other action in respect of any governmental authority or agency except such as have been obtained and are in full force and effect and the approval by the Bankruptcy Court of the transactions contemplated by this Agreement;
4. Assignor's execution and delivery of this Agreement, and the performance by it of its obligations hereunder, subject to entry of the Bankruptcy Court Order (which shall be a Final Order), does not, and will not, violate any provision of its constitutive documents or any provision of any applicable law in any material respect;
5. The Purchase Agreement is in full force and effect;
6. Assignor has performed all its obligations under the Purchase Agreement and no default thereunder has occurred and is continuing; and
7. Except as set forth herein, Assignor has not assigned, transferred or created any Lien in or over the Additional Aircraft, in or over the Assigned Purchase Agreement in respect of the Aircraft.

Purchase Agreement Assignment  
[REDACTED]

## **SECTION 6. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES**

Assignee hereby represents and warrants to Assignor and Manufacturer that on the date hereof and upon the date the Bankruptcy Court Order becomes a Final Order:

1. Assignee is a private company limited by shares incorporated under the laws of Ireland and has the power to enter into and perform, and has the company power to own its assets and carry on its business as it is being conducted;
2. Assignee has all requisite company power and authority and all necessary consents, approvals, authorizations, orders, registrations, qualifications, licenses and permits of and from all public regulatory or governmental agencies and bodies, to enter into this Agreement and to perform its obligations hereunder.
3. This Agreement has been duly authorized, executed and delivered by Assignee, and constitutes Assignee's legal, valid and binding obligation, enforceable against Assignee in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting creditors' rights generally and general principles of equity.
4. Assignee's execution and delivery of this Agreement, and the performance by it of its obligations hereunder, does not, and will not, violate any provision of its constitutive documents or any provision of any applicable law in any material respect.

## **SECTION 7. NOTICES**

The provisions of Article 11 (*Notices*) of the AGTA, forming a part of the Assigned Purchase Agreement, shall be deemed to be incorporated herein, *mutatis mutandis*. The address of Assignee for notices or requests pursuant to the Assigned Purchase Agreements is as follows:

## **[REDACTED][REDACTED]SECTION 8. MISCELLANEOUS**

### **(a) Waiver/Severability**

Failure or delay by any party to enforce any provision of this Agreement will not be construed as a waiver. If any provision of this Agreement is held unlawful or otherwise ineffective by a court of competent jurisdiction, the remainder of this Agreement will remain in effect. The rights and remedies provided in this Agreement are cumulative and in addition to any and all rights and remedies provided by law.

Purchase Agreement Assignment  
[REDACTED]

**(b) Counterparts**

This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

**(c) Amendments**

Any amendment or waiver in relation to this Agreement shall not be effective unless in writing and signed by the parties hereto.

**(d) Headings**

The headings for Section, clauses and paragraphs in this Agreement are for convenience of reference only and shall not be used to construe the meaning of, or affect the interpretation of, the various terms and provisions of this Agreement.

**(e) Further Assurances**

Each party shall, at any time and from time to time, at the cost and expense of the requesting party, promptly and duly execute and deliver any and all such further instruments and documents and take such further action as may be reasonably required in order to obtain the full benefits of this Agreement and to implement the rights and powers herein granted or contemplated hereby. In addition, each party hereby agrees, expressly for the benefit of Manufacturer, that it shall, at any time and from time to time, at its own cost and expense, promptly and duly execute and deliver any and all such further instruments and documents and take such further action as may be reasonably requested by Manufacturer in order for Manufacturer to obtain the full benefits of this Agreement and to implement the rights and powers herein granted or contemplated hereby.

**(f) Governing Law**

**THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, PROVIDED THAT WASHINGTON'S CHOICE OF LAW RULES SHALL NOT BE INVOKED OR USED FOR THE PURPOSE OF APPLYING, OR IF THE RESULT WOULD BE THE APPLICATION OF, THE LAW OF ANOTHER JURISDICTION.**

**(g) Entire Agreement**



Purchase Agreement Assignment  
[REDACTED]

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous understandings or agreements, whether written or oral, among any of the parties hereto with respect to such subject matter are hereby superseded in their entirety.

**(h) Condition to Effectiveness of this Amendment**

This Agreement shall become effective when the Bankruptcy Court Order becomes a Final Order.

**SECTION 9. LIMITATION ON RECOURSE AND NON-PETITION**

Notwithstanding any other provision of this Agreement or the Assigned Purchase Agreement to the contrary:

1. Assignor shall not institute against, or join any other person in instituting against the Assignee, any bankruptcy, reorganisation, arrangement, insolvency, examinership, winding-up, moratorium or liquidation proceedings, or other similar proceedings under Irish law, or the laws of any other applicable jurisdiction in any proceeding relating to the transactions contemplated hereby;
2. without prejudice to Assignor's obligations under the Guaranty, the obligations of the Assignee under and in connection with this Agreement and the Assigned Purchase Agreement shall be limited recourse obligations payable solely from the available assets of Assignee. No recourse shall be had against any shareholder, employee, officer, director or agent of Assignee under or in connection with this Agreement or the Assigned Purchase Agreement, it being understood and agreed that the obligations of Assignee hereunder and under the Assigned Purchase Agreement are corporate obligations; and
3. this Section 9 shall survive the termination of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Purchase Agreement Assignment  
[REDACTED]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to  
be duly executed as of the date first above written.

**ASSIGNOR**

**ASSIGNEE**

For and on behalf of

For and on behalf of

**AEROVÍAS DE MÉXICO, S.A. DE  
C.V.**

**MEXICAN DRAGON AIRCRAFT  
HOLDINGS LIMITED**

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Name:

Name:

Title:

Title:

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Name:

Title:

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Purchase Agreement Assignment  
[REDACTED]

## SCHEDULE 1

### MANUFACTURER'S CONSENT, AGREEMENT AND RELEASE

The undersigned (the “**Manufacturer**”) hereby acknowledges notice of and consents to all of the terms of the foregoing Purchase Agreement Assignment dated as of \_\_\_\_\_, 2021 (the “**Agreement**”); the terms defined or incorporated by reference therein being hereinafter used with the same meaning except as otherwise provided herein), between Aerovías de México, S.A. de C.V., a limited liability company (*sociedad* anónima de capital variable) organized and existing under the laws of Mexico, as assignor (the “**Assignor**”) and MEXICAN DRAGON AIRCRAFT HOLDINGS LIMITED, a private company limited by shares incorporated under the laws of Ireland, as assignee (the “**Assignee**”). Capitalized terms used herein shall have the same meanings given to them in the Agreement (including terms incorporated by reference therein).

Manufacturer hereby confirms to Assignor and Assignee that effective as of the Effective Date:

- (i) Manufacturer consents to the assignment by Assignor to Assignee of Assignor’s right, title and interest under, in and to, the Assigned Purchase Agreement, as provided for in the Agreement;
- (ii) Manufacturer further consents to the assumption by Assignee of Assignor’s obligations, duties, covenants, indemnities and liabilities under the Assigned Purchase Agreement, as provided for in the Agreement;
- (iii) all representations, warranties, indemnities and agreements of Manufacturer under the Assigned Purchase Agreement in respect of the Aircraft shall inure to the benefit of Assignee under the Assigned Purchase Agreement to the same extent as if Assignee was originally named "Buyer" therein, subject to the terms and conditions of the Agreement;
- (iv) except as specifically stated herein and in Section 3(b) of the Agreement, Assignor is hereby released from all obligations, duties, covenants, indemnities and liabilities under the Assigned Purchase Agreement with respect to the Aircraft to the extent such obligations, duties, covenants, indemnities and liabilities first arise, and relate to any period commencing, on or after the Effective Date;
- (v) Manufacturer consents to the application of the Advance Payment Amounts, as provided for in Section 2(c) of the Agreement, subject in all events to Manufacturer's rights under the Assigned Purchase Agreement;

Purchase Agreement Assignment

[REDACTED]

- (vi) Manufacturer consents and agrees to the determination of the purchase price for each Aircraft as set forth in Section 2(d) of the Agreement;
- (vii) notwithstanding any other provision of this Manufacturer's Consent, Agreement and Release, the Agreement or the Assigned Purchase Agreement to the contrary:
  - (a) Manufacturer shall not institute against, or join any other person in instituting against the Assignee, any bankruptcy, reorganisation, arrangement, insolvency, examinership, winding-up, moratorium or liquidation proceedings, or other similar proceedings under Irish law, or the laws of any other applicable jurisdiction in any proceeding relating to the transactions contemplated hereby;
  - (b) without prejudice to Assignor's obligations under the Guaranty, the obligations of the Assignee under and in connection with the Agreement and the Assigned Purchase Agreement shall be limited recourse obligations payable solely from the available assets of Assignee; and no recourse shall be had against any shareholder, employee, officer, director or agent of Assignee under or in connection with the Agreement or the Assigned Purchase Agreement, it being understood and agreed that the obligations of Assignee under the Agreement and the Assigned Purchase Agreement are corporate obligations; and
  - (c) this paragraph (vii) shall survive the termination of this Manufacturer's Consent, Agreement and Release;
- (viii) Manufacturer agrees that, for purposes of Article 11 of the AGTA, constituting a part of the Assigned Purchase Agreement, all notices to be sent to "Customer" shall be sent to:

[REDACTED]

This Manufacturer's Consent, Agreement and Release shall in all respects be governed by, and construed and enforced in accordance with the laws of the State of Washington, including all matters of construction, validity and performance, provided that Washington's choice of law rules shall not be invoked or used for the purpose of applying, or if the result would be the application of, the law of another jurisdiction.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Purchase Agreement Assignment  
[REDACTED]

IN WITNESS WHEREOF, Manufacturer has caused this Manufacturer's Consent,  
Agreement and Release to be duly executed as of \_\_\_\_\_, 2021.

**MANUFACTURER**

THE BOEING COMPANY

By \_\_\_\_\_

Name:

Title:

**Annex 6**

**Amendment No. 1 to the Boeing Consent Amendment**

**AMENDMENT NO. 1 TO BOEING CONSENT TO  
COLLATERAL ASSIGNMENT OF PURCHASE AGREEMENT RIGHTS**

This Amendment No. 1 to Boeing Consent to Collateral Assignment of Purchase Agreement Rights is entered into as of \_\_\_\_\_, 2021 (this “**Amendment**”), between MEXICAN DRAGON AIRCRAFT HOLDINGS LIMITED (“**Assignor**”), PAAL CETUS COMPANY LIMITED as security trustee under the Collateral Assignment (“**Assignee**”) and THE BOEING COMPANY (“**Boeing**”), and amends that certain Boeing Consent to Collateral Assignment of Purchase Agreement Rights entered into as of October 27, 2017 (the “**Original Consent**”), among Assignor, Assignee and Boeing. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Original Consent.

**W I T N E S S E T H:**

WHEREAS, Aerovías De México, S.A. De C.V. and Boeing entered into the Purchase Agreement for several Boeing model [REDACTED] and [REDACTED] aircraft, including the Aircraft.

WHEREAS, Aeromexico and Assignor entered into the Assignment Agreement in respect of the Aircraft dated as of the date hereof between Aeromexico as assignor and Assignor as assignee, whereby Aeromexico transferred to Assignor certain of its rights and obligations, with certain changes and exclusions, under the Purchase Agreement with respect to the Aircraft.

WHEREAS, concurrently herewith, (i) Assignor and Assignee with the consent of Boeing are entering into a Purchase Agreement Assignment in respect of Boeing model 737 MAX-9 aircraft [REDACTED]” and collectively, the “**New Aircraft**”) dated as of the date hereof between Aeromexico as assignor and Assignor as assignee and consented to by Boeing (the **New PAA**”), whereby Aeromexico will transfer to Assignor certain of its rights and obligations, with certain changes and exclusions, under the Purchase Agreement with respect to the New Aircraft, (ii) Assignor, Assignee and Aeromexico are entering into an Assigned Purchase Agreement Amendment dated as of the date hereof (the “**APA Amendment**”), and (iii) Assignor, Assignee and Aeromexico (among others) are entering into an amendment to the Installment Purchase Agreement dated as of the date hereof (the “**IPA Amendment**”).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. As of the Effective Date, as defined in the APA Amendment, all references to the manufacturer’s serial number “[REDACTED]” in the Original Consent shall be amended to references to manufacturer’s serial number “[REDACTED]”.

2. As of the Effective Date, all references to the manufacturer’s serial number “43723” in the Original Consent shall be amended to references to manufacturer’s serial number “43761”.

3. As of the Effective Date, (i) the amount of the Advance Payments previously paid in respect of the Aircraft bearing manufacturer’s serial number [REDACTED].

4. As of the Effective Date and notwithstanding any provision of the Original Consent to the contrary, the Aircraft shall be the aircraft listed on Appendix 1 and the scheduled

delivery month and the balance of Advance Payments previously paid and held by Boeing on behalf of Assignee for each such aircraft and its scheduled delivery month shall be those opposite such aircraft on Appendix 1.

5. As of the Effective Date, all references to “Assigned Purchase Agreement” in the Original Consent shall be to the Assigned Purchase Agreement as amended by the APA Amendment and all references to “Installment Purchase Agreement” in the Original Consent shall be to the Installment Purchase Agreement as amended by the IPA Amendment.

6. Notwithstanding any provision of the Assigned Purchase Agreement (as amended by the APA Amendment) to the contrary, or any other document involving Assignor or AMX and Boeing, if Boeing notifies Assignor that delivery of any Aircraft will be delayed more than six months after the last day of the Scheduled Delivery Month for that Aircraft (it being agreed that Boeing will deliver any such notice to Assignee when it delivers such notice to Assignor, such notice a “**Delay Notice**”) or if any Aircraft remaining subject to the Assigned Purchase Agreement is not delivered [REDACTED] (as defined in the APA Amendment) for such Aircraft (such day, the “**Final Date**”), as such Scheduled Delivery Month is in effect on the date hereof (it being understood and agreed by the parties hereto that such Scheduled Delivery Month may not be amended, supplemented, waived or otherwise modified in any respect without the prior written consent of Assignee), [REDACTED].

7. Paragraph B(2) (*Assignee’s Credit Memorandum*) to Schedule 1 to the Original Consent shall be amended and restated in its entirety to read as follows:

[REDACTED].

8. Save as expressly hereby amended, the terms of the Original Consent shall remain in full force and effect.

9. This Amendment shall become effective when the Bankruptcy Court Order, as defined in the APA Amendment, becomes a Final Order, as defined in the APA Amendment.

10. Boeing confirms that it has not given any notice of default or termination under the Assigned Purchase Agreement, and the Assigned purchase agreement is in full force and effect.

11. Each party hereto represents and warrants (as regards itself only) to each of the other parties that such party has full power, authority and legal right to execute and deliver this Amendment and to perform its obligations under this Amendment, and such execution, delivery and performance has been duly authorized by all necessary corporate action of such party.

12. This Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

13. This Amendment will be interpreted under and governed by the laws of the State of Washington, U.S.A., except that Washington’s choice of law rules shall not be invoked for the purpose of applying the law of another jurisdiction.

[Remainder of page blank.]



IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to the Boeing Consent to Collateral Assignment of Purchase Agreement Rights to be executed by their respective duly authorized signatories as of the day and year first above written.

**MEXICAN DRAGON AIRCRAFT  
HOLDINGS LIMITED,**

as Assignor

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**PAAL CETUS COMPANY LIMITED,**  
as Assignee

By: \_\_\_\_\_  
Name:  
Title:

**THE BOEING COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**Appendix 1**

**Scheduled Delivery Month and Advance Payment Balances for Undelivered Aircraft**

<b>Aircraft MSN</b>	<b>Scheduled Delivery Month</b>	<b>Advance Payments</b>
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

**Annex 7**

**Agency Amendment Side Letter**

From: Aerovías de México, S.A. de C.V. (“**Aeromexico**”)

Mexican Dragon Aircraft Holdings Limited, as assignee (“**Assignee**”, and together with Aeromexico, the “**Parties**” or “**we**”)

To: Boeing Commercial Airplanes (“**Boeing**”)  
[REDACTED]

\_\_\_\_\_, 2021

Ladies and Gentlemen:

Reference is made to (i) the Appointment of Agent Letter dated October 27, 2017 (the “**Seller Agency Agreement**”) from Assignee and Aeromexico, in which Assignee appoints Aeromexico (in such capacity, “Agent”) as its sole and exclusive agent to act (or appoint an agent to act) directly with Boeing with respect to all matters regarding the Assigned Purchase Agreement, including, without limitation, exercising Assignee’s rights under the Assigned Purchase Agreement and (ii) the Assigned Purchase Agreement dated on or about that date hereof among Aeromexico, Assignee and Boeing (the “**APA Amendment**”). Capitalized terms not defined herein shall have the same meaning as in the Seller Agency Agreement.

1. As of the Effective Date as defined in the APA Amendment, all references to the [REDACTED] in the Seller Agency Agreement shall be amended to references to [REDACTED].
2. As of the Effective Date, all references to the [REDACTED] in the Seller Agency Agreement shall be amended to references to [REDACTED].
3. As of the Effective Date, all references to the Purchase Agreement, the Purchase Agreement Assignment and the Assigned Purchase Agreement shall be deemed to be references to the Purchase Agreement, the Purchase Agreement Assignment and the Assigned Purchase Agreement as each such agreement is in effect on the Effective Date.
4. This letter agreement may be executed in any number of separate counterparts by the Parties, and each counterpart shall when executed and delivered be an original document, but all counterparts shall together constitute one and the same instrument.
5. Save as expressly hereby amended, the Seller Agency Agreement remains in full force and effect.
6. THIS LETTER AGREEMENT WILL BE INTERPRETED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, U.S.A., WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES.
7. We request that Boeing acknowledge receipt of this letter by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

[Signature page follows]

**AEROVÍAS DE MÉXICO, S.A. DE C.V.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**MEXICAN DRAGON AIRCRAFT HOLDINGS LIMITED**

By: \_\_\_\_\_  
Name:  
Title:

*Acknowledged and agreed.*

**THE BOEING COMPANY,**

By: \_\_\_\_\_  
Name:  
Title:

-Signature Page-  
Agency Agreement Side Letter

**Annex 8**

**Aircraft Reassignment Agreement**

## REASSIGNMENT AGREEMENT

To: Aerovías de México, S.A. de C.V.  
Attention: Legal Department and Fleet Department  
To: THE BOEING COMPANY  
Attention: Vice President – Contracts

Date: \_\_\_\_\_, 2021

Dear Ladies and Gentlemen,

We refer to (i) that certain Purchase Agreement [REDACTED] dated November 5, 2012, between THE BOEING COMPANY (**Boeing**) and AEROVÍAS DE MÉXICO, S.A. de C.V. (the "**Purchase Agreement**") and that certain aircraft general terms agreement AGTA-AMX, dated November 1, 2002 (the "**AGTA**") pursuant to which, among other things, AEROVÍAS DE MÉXICO, S.A. de C.V. agreed to purchase certain aircraft, engines and related equipment including certain Boeing Model [REDACTED] aircraft; and (ii) that certain Purchase Agreement Assignment, dated October 27, 2017, between AEROVÍAS DE MÉXICO, S.A. de C.V. as assignor (the "**Assignor**") and MEXICAN DRAGON AIRCRAFT HOLDINGS LIMITED as assignee (the "**Assignee**") and consented and agreed to by Boeing ("the **Purchase Agreement Assignment**" and the Purchase Agreement, as modified and assigned pursuant to the Purchase Agreement Assignment to the extent the Purchase Agreement relates to the Aircraft, the "**Assigned Purchase Agreement**"). Capitalized terms not otherwise defined herein shall have the meanings assigned in the Purchase Agreement Assignment or Purchase Agreement, as applicable.

With effect from the Effective Date (as defined in the Assigned Purchase Agreement Amendment dated on and about the date hereof among Assignor, Assignee and Boeing the "**APA Amendment**")), as regards to [REDACTED] (the "**Relevant Aircraft**"), which is one (1) of the Aircraft, we hereby confirm that:

- (a) the Relevant Aircraft is released from the terms and conditions of the Assigned Purchase Agreement and the Assigned Purchase Agreement shall terminate with respect to the Relevant Aircraft;
- (b) All rights and obligations of Assignee under the Assigned Purchase Agreement in respect of the Relevant Aircraft are re-assigned to the Assignor and Assignor shall have the right and obligation to purchase the Relevant Aircraft under the Purchase Agreement; provided that Assignee shall retain all rights and interest in all advance payments in respect of the Relevant Aircraft, it being agreed that simultaneously with the reassignment of the assigned rights hereunder, Assignor is assigning to Assignee rights to purchase that certain [REDACTED] aircraft bearing [REDACTED] and such advance payments shall be applied to that aircraft under the Assigned Purchase Agreement as amended by the APA Amendment; and
- (c) Boeing is released from its duties, obligations, and liabilities (but only in respect to the Relevant Aircraft) under the Boeing Consent to Collateral Assignment of Purchase Agreement Rights [REDACTED] dated October 27, 2017 and executed, among others, by Boeing and relating to the aforementioned Purchase Agreement Assignment (the **Boeing Consent**);

By countersigning this Reassignment Agreement, Boeing acknowledges the aforementioned reassignment and confirms its agreement to the terms hereof.

By countersigning this Reassignment Agreement, the Assignor acknowledges and accepts the aforementioned reassignment and the Partial Redemption.

The Purchase Agreement Assignment and the Boeing Consent and Agreement shall remain in full force with



respect to the Aircraft (as such term is defined therein) other than (i) the Relevant Aircraft; and (ii) any Aircraft released by us pursuant to any reassignment agreement entered into prior to the date hereof.

This Reassignment Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the State of Washington, U.S.A., exclusive of Washington's conflicts of laws principles.

Please countersign this Reassignment Agreement and confirm your agreement to the aforementioned.

For and on behalf of:

**MEXICAN DRAGON AIRCRAFT HOLDINGS LIMITED,**

as Assignor

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By:

Title:

For and on behalf of:

**AEROVÍAS DE MÉXICO, S.A. DE C.V.,**

as Assignee

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By:

Title:

---

By:

Title:

For and on behalf of:

**THE BOEING COMPANY**

---

By:

Title:

**Annex 9**

**Keep Well Agreement**

**KEEP WELL DEED**

From: Aerovías de México, S.A. de C.V.

[REDACTED]  
("Aeromexico")

To: Mexican Dragon Aircraft Holdings Limited

[REDACTED]  
(the "**Company**")

[●] 2021

Dear Sirs

1. We refer to:
  - (i) the installment purchase agreement dated [REDACTED] between the Company, as seller, Aeromexico, as seller guarantor and [REDACTED], as purchaser (the "**Purchaser**") as amended pursuant to an installment purchase amendment agreement dated [●] (the "**Amendment Agreement**") between , inter alios, the Company , Aeromexico, the Purchaser and Clover Aircraft Leasing Company Limited (such installment purchase agreement as so amended and as further amended and supplemented from time to time, the "**IPA**"); and
  - (ii) the note subscription agreement dated [REDACTED] between the Company, as Issuer and Aeromexico, as subscriber together with the profit participating note issued by the Company thereunder dated [REDACTED] and held by Aeromexico as amended and supplemented from time to time (the "**Note**").(the "**Agreements**").

Capitalised terms not otherwise defined herein shall have the meaning given to them in the IPA.

2. We hereby irrevocably and unconditionally undertake, with effect from the Effective Date (as defined in the Amendment Agreement):
  - (a) to provide all reasonable support and assistance to the Company to assist it in satisfying its obligations under the Agreements and the other Transaction Documents to which it is a party including the provision of further advances to the Company under the Note to meet any of its future financial obligations and its obligations under the Transaction Documents to which it is a party; and
  - (b) to indemnify the Company on demand against all reasonable costs, fees, taxes, losses, expenses and disbursements incurred by the Company, both prior to the Effective Date and future, in relation to the Agreements and the other Transaction Documents, its incorporation, continued existence and dissolution and liquidation including, without limitation, directors' fees, company secretarial fees, fees payable to corporate, accountancy and tax compliance service providers, auditors' fees, legal and tax advisory fees, liquidator's fees and all other costs, fees, expenses and disbursements incurred by or in connection with its corporate existence.

Notwithstanding the foregoing, Aeromexico shall not be required to indemnify the Company for such losses resulting from or attributable to (i) a breach by the Company of any of the terms of the Agreements or the other Transaction Documents excluding such breaches resulting directly or indirectly from any act or failure to act by Aeromexico (including any failure by Aeromexico to provide financial assistance to the Company as provided for in paragraph 2(a) above) or any person other than the Company or (ii) the wilful default, fraud or gross negligence of the Company.

Aeromexico hereby represents and warrants to the Company that as of the Effective Date (as defined in the Amendment Agreement), its obligations under this Deed constitute administrative expense obligations of Aeromexico in the Chapter 11 cases commenced by Aeromexico and its affiliates on June 30, 2020 and pending in the United States Bankruptcy Court for the Southern District of New York under the lead case no. 20-11563.

This Deed and any non-contractual obligations arising out of or in connection therewith shall be governed by and construed in accordance with the laws of Ireland and we irrevocably submit to the jurisdiction of the courts of Ireland.

**IN WITNESS WHEREOF** Aeromexico have executed and delivered (and have intended to so execute and deliver) this Deed as a deed on the date written above.

Yours faithfully

**SIGNED AND DELIVERED AS A DEED  
BY**

\_\_\_\_\_  
**Name:**

**Title:**

**BY**

\_\_\_\_\_  
**Name:**

**Title:**

**FOR AND ON BEHALF OF  
AEROVÍAS DE MÉXICO, S.A. DE C.V.**

in the presence of:

\_\_\_\_\_  
(Signature of witness)

\_\_\_\_\_  
(Name of witness)

\_\_\_\_\_  
(Address of witness)

**Exhibit C**  
**JSA Order**

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

**In re:**

**GRUPO AEROMÉXICO, S.A.B. de C.V., *et al.*,  
Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 20-11563 (SCC)**

**(Jointly Administered)**

**ORDER AUTHORIZING THE LESSEE DEBTOR TO EFFECTUATE THE  
TRANSACTIONS RELATED TO THE SALE-LEASEBACK AGREEMENTS  
AND RELATED TRANSACTIONS WITH JACKSON SQUARE AVIATION**

Upon the motion (the “**Motion**”)<sup>2</sup> of Grupo Aeroméxico, S.A.B. de C.V. and its affiliates that are debtors and debtors in possession in these cases (collectively, the “**Debtors**”) for entry of an order (this “**Order**”) seeking authorization, pursuant to sections 363, 365, 1107 and 1108 and other applicable sections of the title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”), and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedures, for, among other things: (a) (i) the assumption by Aerovías de México, S.A. de C.V. (“**Aerovías**” or “**Lessee Debtor**”) of a Guarantee to The Boeing Company (“**Boeing**”) dated August 27, 2017 with respect to the obligations of Caballero Aquila Aircraft Holdings Company (“**Caballero**”), an Irish special purpose company, under that certain Purchase Agreement No. PA-03813 dated November 5, 2012 between Aerovías and Boeing, incorporating the terms of the Aircraft General Terms Agreement No. AGTA-AMX (the “**Aerovías Purchase Agreement**”), as assigned to

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Motion.

Caballero pursuant to that certain Purchase Agreement Assignment dated August 29, 2017 between Aerovías and Caballero and consented to by Boeing (the Aerovías Purchase Agreement as so assigned the “**Assigned Boeing Agreement**”), which contemplates Caballero purchasing four remaining undelivered Boeing model 737 MAX aircraft (the “**Original Undelivered JSA Aircraft**”), as amended by the Assigned Purchase Agreement Amendment to be entered into by Caballero, Boeing and Aerovías (the “**APA Amendment**”) which (A) substitutes certain Boeing Model 737 MAX aircraft (the “**Additional Aircraft**”) for other certain Boeing Model 737 MAX aircraft (the “**Replaced Aircraft**”) and the Original Undelivered JSA Aircraft, after taking into account such substitutions, the “**JSA Aircraft**”), (B) amends the purchase prices, the scheduled delivery months and termination rights with respect to the JSA Aircraft, and (C) terminates Caballero’s obligation to purchase the Replaced Aircraft, and (ii) Aerovías entering into the APA Amendment and a Purchase Agreement Assignment assigning its rights and obligations under the Aerovías Purchase Agreement to purchase the Additional Aircraft to Caballero; (b) the assumption by Aerovías of certain related sale-leaseback transaction agreements with respect to JSA Aircraft and the Replaced Aircraft and entering into agreements in respect thereof, including (i) the assumption of by Aerovías of (A) that certain Installment Purchase Agreement dated as of August 29, 2017 (the “**IPA**”) among Caballero, as seller, Aerovías as seller guarantor, various grantor trusts established by JSA International US Holdings International (“**JSA**”) as purchasers (the “**JSA Purchasers**”) and JSA as purchase guarantor and (B) the Manufacturer Consent, the Note Subscription Agreement, the BFE Sale Agreement and the Seller Agency Agreement (each as defined in the IPA) in each case, as amended by the Installment Purchase Agreement Amendment to be entered into by Aerovías and the other parties to the IPA (the “**IPA Amendment**”) and the Amendment Documents (as defined in the IPA Amendment), (ii) Aerovías entering into the IPA



Amendment, which among other things provides for (A) the substitution of the Additional Aircraft for the Replaced Aircraft, (B) termination by mutual agreement among the parties of the purchase and sale of the aircraft bearing manufacturer serial number 43756 (the “**Terminated Aircraft**”) and the lease, JSA guarantee, and owner participant letter in respect thereof, (C) obligation of Aerovías to purchase from Caballero the right to purchase the Terminated Aircraft from Boeing on the earlier of its delivery date and December 31, 2021, (D) the amendment of the purchase prices and the scheduled delivery months of the JSA Aircraft other than the Terminated Aircraft, and (E) terminates the obligation of Caballero to pay discount amount (interest) accruing on or after the Petition Date and provides that no fees of JSA and the JSA Purchasers and their affiliates will be paid in respect of the implementation of the Amended SLB Arrangements and grants JSA a general unsecured claim for such interest and fees against the Debtor’s estate, (iii) Aerovías entering into the Consent Agreement, the Agency Amendment Agreement and the Keep Well agreement (each as defined in the IPA Amendment) and (iv) Aerovías assuming and entering into amendment or amendment and restatements of (x) leases between the relevant JSA Purchaser as lessor and Aerovías as lessee in respect of the JSA Aircraft other than the Terminated Aircraft (the “**SLB Leases**”) and owner participant letters in respect of each such lease between JSA and Aerovías. (the agreements referred to in the this clause (b) and the foregoing clause (a), the “**JSA SLB Agreements**”); (c) the assumption by the Lessee Debtor of an aircraft lease agreement, as amended on or about the date hereof (the “**Other Lease Amendments**” and the existing aircraft lease agreements, as amended, the “**Other Leases**”) for (i) one (1) 737MAX aircraft which was delivered prior to the Petition Date, and the related engines, parts, equipment, and appurtenances (bearing manufacturer’s serial number 43704) and (ii) five (5) 737-800 aircraft that were delivered on lease prior to the Petition Date and the related engines, parts, equipment and appurtenances

(bearing manufacturer's serial numbers 36699, 36705, 36706, 37753, and 36880) (the "**Other 737s**"), including, without limitation, curing all defaults and breaches thereunder, and (d) the effectuation of the transactions relating to each of the foregoing (collectively, the "**JSA Transactions**"), and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion and held a hearing (the "**Hearing**") to consider the relief requested in the Motion; and upon the record of the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and the Court having determined the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

**A. GENERAL MATTERS.**

1. The Debtors are hereby authorized to effectuate the JSA Transactions in accordance with the JSA SLB Agreements, the Other Lease Amendments and the Other Leases, along with all related documents referenced therein and any and all additional instruments, documents, and agreements that may be reasonably necessary, advisable or desirable to implement the foregoing

agreements and for effectuating the JSA Transactions (collectively, the “**JSA Transaction Documents**”).

**B. PURCHASE OF JSA AIRCRAFT FROM BOEING.**

2. The Debtors are authorized to take such actions as are necessary to effectuate the delivery from Boeing of the JSA Aircraft, including, but not limited to, the remittance of all amounts owing in connection with the purchase of the JSA Aircraft from Boeing.

**C. CONTEMPLATED SALE LEASEBACK TRANSACTION.**

3. The Lessee Debtor is authorized, pursuant to sections 363(b) and 365(a) of the Bankruptcy Code and as specified below, to enter into and assume, as applicable, certain agreements (including, without limitation, the JSA Transaction Documents), and to perform its obligations under and comply with the terms of such agreements (including, without limitation, the JSA Transaction Documents) with the JSA Purchasers and JSA solely insofar as such agreements relate to (i) the sale of the JSA Aircraft (as contemplated in the applicable JSA Transaction Documents) to the JSA Purchasers, in accordance with the IPA and IPA Amendment, and (ii) the lease back of the JSA Aircraft by the Lessee Debtor from JSA Purchaser in accordance with the SLB Leases (such sale leaseback transactions, the “**Sale Leaseback Transactions**”).

**(1) SALE OF JSA AIRCRAFT TO THE JSA PURCHASERS**

4. The Lessee Debtor is authorized, pursuant to sections 363(b) and 365(a) of the Bankruptcy Code, to enter into and assume, as applicable, the JSA SLB Agreements, to enter into and assume, to the extent applicable, the related IPA and IPA Amendment, and to perform its obligations under and comply with the terms of the JSA SLB Agreements, the IPA and IPA Amendment, and the other applicable JSA Transaction Documents, in connection with the sale of each of the JSA Aircraft to the JSA Purchasers, and the leaseback of each of the JSA Aircraft by the Lessee Debtor from the JSA Purchasers.

5. Pursuant to sections 363(b) and 363(f) of the Bankruptcy Code, the Debtors are authorized to: (i) close the transactions contemplated in the JSA SLB Agreements and each of the IPA and IPA Amendment and (ii) undertake all of the transactions contemplated thereby in connection therewith, including (but not limited to) the preparation, execution, filing, or delivery of any documents, deeds, assignments, or other instruments in furtherance of the foregoing. With respect to JSA and the JSA Purchasers, nothing herein shall limit the closing conditions specified in the JSA SLB Agreements and the other applicable JSA Transaction Documents.

6. The transactions contemplated by the JSA SLB Agreements effect a legal, valid, enforceable, and effective sale and transfer of the JSA Aircraft to the JSA Purchasers, and shall, upon closing, vest the JSA Purchasers with all rights, title, and interests in the JSA Aircraft, free and clear of all liens, encumbrances, and interests.

7. JSA and the JSA Purchasers are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code, and any reversal or modification on appeal of the authorizations provided herein to consummate the sale of the JSA Aircraft shall not affect the validity of the sale of the JSA Aircraft to the JSA Purchasers.

8. The Debtors are hereby authorized, without any further order of the Court, to make any payments and take any additional actions as necessary and appropriate to implement the JSA SLB Agreements and the transactions contemplated therein, and to comply with the Debtors' obligations thereunder and under the other JSA Transaction Documents.

9. The Lessee Debtor is authorized, under Section 363(b) of the Bankruptcy Code, to sell the JSA Aircraft to the JSA Purchasers, to the extent applicable, in connection with the Sale Leaseback Transactions and to enter into, perform its obligation under, and comply with the terms of the JSA SLB Agreements and the SLB Leases, which leases are to be entered into in connection

with the closing of the Sale Leaseback Transaction for each JSA Aircraft (it being understood that the parties shall execute one lease for each JSA Aircraft) in order to: (a) effectuate the sale of the JSA Aircraft to the JSA Purchasers; (b) execute the FAA bill of sale and the warranty bill of sale for the JSA Aircraft in favor of the SLB Purchaser or its nominee; and (c) consummate the sale and transfer of title of the JSA Aircraft to the JSA Purchaser pursuant to and in accordance with the terms and conditions of the JSA SLB Agreements.

10. The failure to include or reference any term of the JSA SLB Agreements or other JSA Transaction Document in this Order shall not diminish or impair the effectiveness of such provisions of the JSA SLB Agreements or of any other JSA Transaction Documents, which are hereby be approved and enforceable in their entirety.

**(2) LEASEBACK OF JSA AIRCRAFT BY THE LESSEE DEBTOR FROM SLB LESSORS.**

11. In connection with the Sale Leaseback Transactions, the Lessee Debtor is also authorized, pursuant to Sections 363(b) and 365(a) of the Bankruptcy Code, to enter into or assume, as applicable, perform its obligations under, and comply with the terms of the following agreements, which are to be entered into in connection with the closing of the Sale Leaseback Transactions for each JSA Aircraft in order to effectuate the leaseback of each JSA Aircraft by the Lessee Debtor from the JSA Purchasers, as the case may be:

- The SLB Lease for each JSA Aircraft;
- The related lease supplements between the Lessee Debtor and the applicable SLB Lessor; and
- Each other related JSA Transaction Document,

in each case in connection with the leaseback of each of the JSA Aircraft by the Lessee Debtor, as lessee, from the JSA Purchasers.

12. The transactions contemplated by the SLB Leases effect a legal, valid, enforceable, and effective leasing arrangement for the JSA Aircraft from the JSA Purchasers, as lessor, to the Lessee Debtor, as lessee.

13. The JSA Purchasers are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code, and any reversal or modification on appeal of the authorization provided herein to consummate each of the leases of the JSA Aircraft shall not affect the validity of the leasing of the JSA Aircraft from the JSA Purchasers, to the Lessee Debtor.

14. The Debtors are hereby authorized without any further order of the Court to pay and take any additional actions as necessary and appropriate to implement the SLB Leases and the transactions contemplated therein, and to comply with the Debtors' obligations thereunder and under the other JSA Transaction Documents.

15. The Lessee Debtor is authorized, under Section 363(b) of the Bankruptcy Code, to lease the JSA Aircraft from the JSA Purchasers in connection with the Sale Leaseback Transactions and to enter into, perform its obligations under, and comply with the terms of the SLB Leases, which leases are to be entered into or assumed, as applicable, in connection with the closing of the Sale Leaseback Transaction for each JSA Aircraft (it being understood that the parties shall execute one lease for each JSA Aircraft).

16. The failure to include or reference any term of the SLB Leases or other JSA Transaction Documents in this Order shall not diminish or impair the effectiveness of such provisions of any JSA Transaction Documents which shall be approved and enforceable in their entirety.

**D. Assumption of Other Leases**

17. The Lessee Debtor and the other Debtors are authorized to assume, under section 365(a) of the Bankruptcy Code, the Other Leases, as amended by the Other Lease Amendments, including, without limitation, to effect the assumption of the leasing arrangements provided under the Other Leases from the lessors thereunder to the Lessee Debtor, as lessee.

18. The terms of the Other Leases, and the Lessee Debtor's entry into such additional instruments and documents, including, without limitation, all applicable amendments to the Other Leases, as amended by the Other Lease Amendments, and the Lessee Debtor's taking of such additional actions as necessary or appropriate to cause the implementation and consummation of the assumption of the Other Leases, are hereby approved under sections 363(b) of the Bankruptcy Code.

**E. TERMINATION OF THE REASSIGNED JSA SLB AGREEMENTS.**

19. Pursuant to Section 4.1 of the IPA Amendment, the reassigned JSA SLB Agreements are hereby terminated. JSA has waived all claims arising out of the mutual termination of the Reassigned JSA SLB Agreements and all such rejection claims are irrevocably barred.

**F. ADDITIONAL PROVISIONS.**

20. The Debtors are authorized to execute and deliver, and empowered to perform under, consummate, and implement, as applicable, the APA Amendment, IPA Amendment, the SLB Leases, the Other Leases, and the other JSA Transaction Documents and to take all further actions as may be reasonably requested by JSA or the JSA Purchasers, as applicable, (and agreed to by the Lessee Debtor) for the purpose of assigning, transferring, granting, conveying, and conferring to JSA or the JSA Purchasers, as applicable, or reducing to possession, any of the JSA Aircraft, or as may be necessary or appropriate to the performance of the obligations as

contemplated by the JSA Transaction Documents, and JSA or the JSA Purchasers, as applicable, may enforce any of their rights under such agreements that it would otherwise be entitled to enforce, without further order of the Court.

21. The JSA Transactions Documents and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in a writing signed by the parties thereto, and in accordance with the terms thereof, without further order of the Court, *provided* that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

22. The automatic stay under Section 362 of the Bankruptcy Code is vacated and modified to the extent necessary to implement the terms and conditions of the JSA Transaction Documents, the Sale Leaseback Transactions, and the other JSA Transactions. Upon the occurrence of any material event of default under any SLB Lease or Other Lease, the applicable lessor may file with the Court and deliver to the Debtors and the Committee a written notice (a "**Termination Notice**") effective as of five business days after its filing and delivery (the "**Remedies Period**"). Upon the expiration of the Remedies Period, the automatic stay in the above-referenced chapter 11 cases shall be deemed lifted and the applicable lessor may undertake any remedies and enforcement actions provided for under such lease and/or other JSA Transaction Documents without need for any authorization from the Court or further notice (other than as expressly provided for under the applicable lease). During the Remedies Period, the Debtors or the Committee may seek an emergency hearing at which either may contest the fact that a material event of default under the applicable lease has occurred and is continuing. The Remedies Period shall automatically extend to the conclusion of such a hearing and the issuance of a ruling on the matters contested thereat.



23. The cure (as defined in section 365(b) of the Bankruptcy Code) payment due in cash upon assumption of the Other Leases will be \$0.00. JSA International U.S. Holdings, LLC shall have an allowed, unsecured non-priority claim against the bankruptcy estate of the Lessee Debtor in the aggregate amount of ninety-five million United States dollars (\$95,000,000.00) (the “Compromised Prepetition Damages Claim”). The Compromised Prepetition Damages Claim shall be automatically allowed upon entry of this Order, and no further action shall be required of JSA International U.S. Holdings, LLC (or ANY affiliate thereof) in order to effect the allowance of the Compromised Prepetition Damages Claim; *provided, however*, that JSA International U.S. Holdings, LLC may (but is not required to) file a proof of claim anytime within thirty (30) days after entry of this Order in order to memorialize the Compromised Prepetition Damages Claim allowed herein, and any such claim filed within thirty (30) days after entry of this Order shall be deemed timely filed. Any chapter 11 plan of reorganization filed by the Debtors shall afford such Compromised Prepetition Damages Claim treatment that is no worse than the treatment given to the non-priority unsecured claims of any other aircraft or engine lessor whose claims run solely against Aerovías.

24. This Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors and interest holders; JSA or the JSA Purchasers and any of their respective affiliates, successors, and assigns; and any affected third parties, including, but not limited to, all persons asserting interests in the JSA Aircraft, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

25. Nothing herein or in the JSA Transaction Documents shall constitute a finding with respect to, or have any effect upon, whether the Sale Leaseback Transactions, or any other sale

leaseback transaction involving JSA or the JSA Purchasers, constitutes an agreement to extend “financial accommodations” within the meaning of Sections 365(c)(2) and 365(e)(2)(B) of the Bankruptcy Code, issues with respect to which no finding has been requested or made and all parties’ rights are reserved.

26. The terms and provisions of this Order shall be immediately effective and enforceable upon its entry. The effectiveness of this Order shall not be stayed pursuant to Rule 6004(h) or 6006(d) of the Federal Rules of Bankruptcy Procedure or otherwise.

27. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: \_\_\_\_\_  
New York, New York

\_\_\_\_\_  
HONORABLE SHELLEY C. CHAPMAN  
UNITED STATES BANKRUPTCY JUDGE

**Annex 1**

**Form of Amended & Restated Lease Agreement**

**(Delivered Aircraft)**

**DATED AS OF [\_\_\_\_], 2021**

**WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION**, not in its individual capacity,  
but solely as owner trustee,  
**as Lessor**

**and**

**AEROVÍAS DE MÉXICO, S.A. DE C.V.,**  
**as Lessee**

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**AMENDED AND RESTATED AIRCRAFT LEASE  
AGREEMENT  
RELATING TO THE LEASING OF ONE BOEING  
[737-800][737 MAX 8]<sup>1</sup> MODEL AIRCRAFT  
MSN [REDACTED]  
EQUIPPED WITH TWO [CFM56-7B27E/B1]<sup>2</sup>[CFM56-  
7B27/3]<sup>3</sup>[CFMLEAP-1B28]<sup>4</sup> ENGINES**

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<sup>1</sup> [REDACTED]

<sup>2</sup> [REDACTED]

<sup>3</sup> [REDACTED]

<sup>4</sup> [REDACTED]

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## AMENDED AND RESTATED AIRCRAFT LEASE AGREEMENT

**THIS AGREEMENT** is made as of [\_\_\_\_], 2021

### **BETWEEN:**

**Wells Fargo Trust Company, National Association**, not in its individual capacity but solely as owner trustee, a national banking association organized under the laws of the United States of America, whose main office is at 299 S. Main Street, Floor 5, Salt Lake City, UT 84111 MAC: U1228-051 (“**Lessor**”); and

**Aerovías de México, S.A. de C.V.**, a limited liability stock corporation of variable capital ((*Sociedad Anónima de Capital Variable*) constituted under the Laws of the United Mexican States and having its principal office at Paseo de la Reforma, No. 243, Piso 25, Colonia Cuauhtémoc, Alcaldía Cuauhtémoc, Mexico City, 06500, Mexico (“**Lessee**”).

It is agreed as follows:

### **1. INTERPRETATION**

#### **1.1 Definitions**

In this Agreement, unless the context otherwise requires, capitalized words and expressions shall have the respective meanings given to them in Clause 1 of Schedule 1 (*Definitions and Construction*).

#### **1.2 Construction**

The conventions on construction and usage set out in Clause 2 of Schedule 1 (*Definitions and Construction*) shall apply to this Agreement.

#### **1.3 Clauses and Schedules**

References in this Agreement to clauses or schedules are, unless otherwise specified, references to clauses of and schedules to this Agreement and together the clauses and schedules shall constitute this Agreement. Certain provisions including conditions precedent and representations and warranties have been placed in the schedules and shall take effect as part of this Agreement.

### **2. AGREEMENT TO LEASE**

Subject to and in accordance with the terms and conditions of this Agreement, Lessor agrees to lease the Aircraft to Lessee and Lessee agrees to take the Aircraft on lease from Lessor for the Term. Lessor and Lessee have previously entered into an [[Aircraft Lease Agreement] dated [\_\_\_\_]]<sup>5</sup> (the “**Prior Lease**”) in respect of the Aircraft. The parties acknowledge and agree that this Agreement amends and restates the Prior Lease in its entirety.

### **3. DELIVERY**

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<sup>5</sup> NTD: update for each MSN.

### 3.1 **Delivery and Acceptance**

It is acknowledged by Lessee that the Aircraft was delivered to and accepted by Lessee under the Prior Lease on the Original Delivery Date and is currently in the possession of Lessee and no physical delivery of the Aircraft by Lessor to Lessee will be required at Lease Commencement Date. It is further acknowledged by Lessee that the Aircraft has been in the possession and operation of Lessee and that, subject to satisfaction of the conditions precedent set forth in Clause 1 and 3 of Schedule 3 (*Conditions Precedent*), Lessor shall lease the Aircraft to Lessee and Lessee shall have no right to reject the Aircraft under this Agreement due to any defects or deficiencies in its condition on the Lease Commencement Date. Without prejudice to Clause 3 of Schedule 3 (*Conditions Precedent*), execution of the Lease Commencement Date Confirmation by Lessee shall constitute conclusive proof as between Lessor and Lessee that Lessee has irrevocably and unconditionally accepted the Aircraft under this Agreement without any reservations or exceptions whatsoever.

### 3.2 **Risk**

Throughout the Term, and (y) in respect of any termination of the leasing of the Aircraft pursuant to Section 19.2 (*Lessor's Rights*), until Lessor has taken physical possession of the Aircraft, and (z) in respect of redelivery of the Aircraft pursuant to Section 18.1 (*Redelivery*), until Lessee tenders the Aircraft to Lessor in accordance with this Agreement, Lessee shall be responsible for all risks associated with or relating to the Aircraft, including for any loss of or damage to the Aircraft. In recognition of the foregoing, and notwithstanding Lessor's rights under this Agreement, Lessee acknowledges and agrees that, as between Lessor and Lessee, Lessee (a) is in sole operational control of the Aircraft and is in the business of operating commercial aircraft, (b) is solely responsible for the condition, inspection, maintenance, repair, oversight, operation and security of the Aircraft and compliance with all requirements of applicable Regulations, and (c) has not relied upon, and shall not rely upon, any statement, act, or omission of Lessor (or Owner Participant) in connection with the use, operation, maintenance, repair, condition or security of the Aircraft, except as may be agreed in writing by Lessor.

## 4. **TERMINATION DATE AND RENEWAL OPTION**

### 4.1 **Termination Date**

The Termination Date shall be the Expiry Date, provided that:

- (a) if Lessor, acting in accordance with Clause 19.2 (*Lessor's Rights*) of this Agreement, terminates or cancels the leasing of the Aircraft to Lessee under this Agreement, the date of such termination or cancellation shall be the Termination Date and Clause 19.2 (*Lessor's Rights*) shall apply;
- (b) if the Aircraft or the Airframe suffers a Total Loss, the Termination Date shall be the date when Lessor receives the full amount of the Agreed Value; provided that Lessee shall still be obligated to pay to Lessor all other amounts then due and payable under this Agreement;
- (c) if the period referred to in clause (d) of the definition of Total Loss extends beyond the Expiry Date, the last day of such period shall be the Termination Date;



- (d) if the Term is extended pursuant to Clause 18.2 (*Non-Compliance*), the Termination Date shall be the date on which the Aircraft is redelivered to Lessor pursuant to such Clause; and
- (e) if the leasing of the Aircraft is terminated in accordance with Clause 19.5 (*Illegality*), the date of such termination shall be the Termination Date.

In any event, Rent shall continue to accrue and be payable until the Termination Date or until the Redelivery Date (in accordance with Clause 18.1(d) hereof), unless otherwise agreed herein.

## 4.2 **Renewal Options**

### 4.2.1 **Renewal Notice**

- (a) Lessee shall have the right to extend the Term of this Agreement by up to [REDACTED] (the “**Operational Extension**”) by providing Lessor a written notice signed by Lessee at least [REDACTED] prior to the scheduled Expiry Date (including, for the avoidance of doubt, if such Expiry Date has been extended pursuant to Clause 4.2.1(b) below). All terms and conditions of this Agreement during the then Base Lease Term (or Renewal Lease Term, as the case may be) shall remain in full force and effect during any Operational Extension, unless Lessor and Lessee expressly agree otherwise in writing.
- (b) Notwithstanding the Operational Extension in Clause 4.2.1(a), Lessee shall have an additional right to extend the Term of this Agreement up to [REDACTED] by providing Lessor a Renewal Notice signed by Lessee at least [REDACTED] prior to the Expiry Date (including, for the avoidance of doubt, if such Expiry Date has been extended pursuant to Clause 4.2.1(a) above). A Renewal Notice shall set forth (i) Lessee’s decision to extend the leasing of the Aircraft for the relevant Renewal Lease Term and (ii) Lessee’s decision as to the duration of such Renewal Lease Term which shall be for a [REDACTED].
- (c) Notwithstanding anything to the contrary in this Agreement or any other Operative Document:
  - (i) no Renewal Notice shall be binding on Lessor or oblige Lessor to extend the leasing of the Aircraft hereunder for any Renewal Lease Term, and shall be considered not to have been given, if any Event of Default shall have occurred and be continuing on and as of the date of any such notice; and
  - (ii) any Renewal Notice shall be irrevocable and shall constitute an unconditional obligation of Lessee to extend the leasing of the Aircraft hereunder for the Renewal Lease Term to which such Renewal Notice relates.

### 4.2.2 **Renewal Rent and Documentation**

- (a) Upon receipt of a Renewal Notice, as provided in Clause 4.2.1 (*Renewal Notice*) above, Lessee and Lessor shall enter into good faith negotiations with respect to the amount to be paid by Lessee as Rent during the applicable Renewal Lease Term. Whether the amount of the Rent is agreed between Lessee and Lessor within thirty (30) days of the receipt of the Renewal Notice or the amount of Rent is established pursuant to Clause 4.2.2(b), the amount of Rent shall be documented in an amendment to this Agreement within a further

period of thirty (30) days, which shall be in form and substance reasonably acceptable to Lessee and Lessor. Thereupon, (i) Lessee and Lessor shall promptly execute and deliver such lease amendment; and (ii) Lessee shall provide (x) written evidence of appropriate corporate action authorizing execution and delivery of such amendment, (y) evidence of the issuance of each approval, license and consent which may be required in connection with such amendment and (z) an opinion from Lessee's in-house counsel addressed to Lessor and Owner Participant with respect to such amendment, including that all necessary filings and registrations with respect thereto have been or promptly will be made in the State of Registration and the State of Incorporation, which opinion shall be reasonably satisfactory to Lessor and Owner Participant; and (iii) Lessor shall provide (x) written evidence of appropriate corporate action by the Trust Company and Lessor authorizing the execution and delivery of such amendment and (y) evidence of the issuance of each approval, license and consent which may be required in connection with such amendment and such confirmation.

- (b) If, within thirty (30) days of the receipt of the Renewal Notice, Lessee and Lessor are unable to reach an agreement as to the amount to be paid by Lessee as Rent in respect of any Renewal Lease Term either party may, by written notice to the other, require that each party name an internationally recognized aircraft appraiser from the list of appraisers included in Clause 6 of Part A of the Financial Terms Annex, which list may be updated from time to time by an agreement in writing between Lessor and Lessee if any of the appraisers cease to exist. If either party fails to name an appraiser within fifteen (15) days of receipt of notice from the other party to the effect that such appraisers are required, the decision of the appraiser named by the other party shall control and shall be binding on the parties. Each selected appraiser shall thereafter have a period of fifteen (15) days from the date the second appraiser was named (or if no second appraiser is named, from the date the first appraiser was named) to provide its professional appraisal as to the fair market monthly rent (the "**FM Rent**") that a willing lessor and a willing lessee would negotiate on an arms-length basis for the lease of the Aircraft for the Renewal Lease Term taking into account the Redelivery Conditions and the Redelivery Maintenance Payment. If the FM Rent determined by the appraiser providing the lower appraisal is less than 10% below the higher appraisal then, the average of such FM Rents will be the Rent in respect of the Renewal Lease Term to be paid by Lessee. Otherwise, the two appraisers shall jointly name a third internationally recognized aircraft appraiser from the list of appraisers included in Clause 6 of Part A of the Financial Terms Annex, who shall provide its professional appraisal as to the FM Rent within fifteen (15) days of being named, and the Rent in respect of the Renewal Lease Term shall be (i) the FM Rent determined by the third appraiser if such FM Rent amount falls between the FM Rent amounts determined by the first two appraisers, (ii) the lower of the two FM Rent amounts determined by the first two appraisers if the FM Rent determined by the third appraiser is less than such FM Rent amounts, and (iii) the higher of the two FM Rent amounts determined by the first two appraisers if the FM Rent amount determined by the third appraiser is higher than such FM Rent amounts. If the two appraisers named by the parties are unable to agree on a third appraiser within five (5) Business Days, Lessee or Lessor may apply to a court of competent jurisdiction to name the third appraiser. Lessee and Lessor shall each pay the costs and expenses of the appraiser named by it, and shall share equally the costs and expenses of the third appraiser. For purposes of this Clause 4.2.2(b) and the appraisals to be performed, the Aircraft shall be presumed to be in the condition required under this Agreement.

- (c) On the commencement date of each Renewal Lease Term (i) if the Rent payable during such Renewal Lease Term is less than the Rent that was payable hereunder before that renewal, the amount of the required Security Deposit shall be such lesser amount during that Renewal Lease Term and Lessor shall reimburse Lessee a portion of the Security Deposit equal to the difference between the Rent payable immediately prior to such Renewal Lease Term and the Rent for such Renewal Lease Term (the “**SD Difference**”) and (ii) if the Rent for such Renewal Lease Term is greater than the Rent that was payable immediately prior to such Renewal Lease Term, Lessee shall increase the Security Deposit by an amount equal to the SD Difference and the amount of the required Security Deposit shall be such greater amount during that Renewal Lease Term.
- (d) All terms and conditions of this Agreement during the Base Lease Term shall remain in full force and effect during any Renewal Lease Term, unless Lessor and Lessee expressly agree otherwise in writing.

## 5. **RENT**

### 5.1 **Fixed Rent Periods**

- (a) The Term shall be divided into (i) an initial PBH Period and (ii) after the PBH Period, successive periods (each a “**Fixed Rent Period**”) in respect of which Fixed Rent shall accrue and be payable.
- (b) The first Fixed Rent Period shall commence on the date immediately following the PBH Period (the “**Transition Date**”) and each subsequent Fixed Rent Period shall commence on the date immediately following the last day of the previous Fixed Rent Period.
- (c) Each Fixed Rent Period shall be of one month’s duration except that (i) if the Transition Date does not occur on the first day of a calendar month, then the first Fixed Rent Period shall be from the date of such Transition Date until the date immediately preceding the next Fixed Rent Date and (ii) with respect to the final Fixed Rent Period, if it would not otherwise end on the Expiry Date, it shall end on the Expiry Date.

### 5.2 **PBH Period<sup>6</sup>**

- (a) The PBH Rent shall be paid from the Lease Commencement Date until the earlier of (i) [REDACTED] (the “**PBH Period**”).
- (b) For each calendar month (or part thereof) in the PBH Period during the Term, Lessee will provide a utilization report to Lessor by the fifteen (15<sup>th</sup>) day of the immediately succeeding calendar month and make a payment of the PBH Rent by the later of [REDACTED] (the “**PBH Rent Date**”).

### 5.3 **Rent Date**

- (a) During the PBH Period, Lessee shall pay the PBH Rent to Lessor in [REDACTED] on each PBH Rent Date.

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<sup>6</sup> [REDACTED]

- (b) Other than during the PBH Period, during the Term, Lessee shall pay Fixed Rent to Lessor in [REDACTED] on each Fixed Rent Date.

#### **5.4 Rent**

- (a) Fixed Rent payable in respect of each Fixed Rent Period shall be calculated as set forth in Clause 1 of Part A of the Financial Terms Annex.
- (b) PBH Rent payable in respect of the PBH Period shall be the amount in Clause 1 of Part A of the Financial Terms Annex.
- (c) If any Fixed Rent Period has a duration of less than a month, the Fixed Rent payable for that Fixed Rent Period shall be prorated by multiplying the amount of the Fixed Rent for that Fixed Rent Period by a fraction the numerator of which is the number of days in that Fixed Rent Period and the denominator of which is 30.

### **6. SECURITY DEPOSIT**

#### **6.1 Lessee Payment**

Lessee shall pay to Lessor a Security Deposit in the amount and at the time set forth in Clause 2 of Part A of the Financial Terms Annex upon receipt by Lessee of an electronic or paper invoice from Lessor. Lessor acknowledges that prior to the date hereof it received from Lessee the Prior Security Deposit in cash or pursuant to a Letter of Credit in the amount set forth in Clause 2 of Part A of the Financial Terms Annex. Lessor shall be entitled to retain from the Prior Security Deposit a Security Deposit in the amount set forth in Clause 2 of Part A of the Financial Terms Annex and shall apply any remaining Prior Security Deposit to any unsecured non-priority prepetition claim against the bankruptcy estate of Lessee.

#### **6.2 Lessor Payment**

Lessor shall, within [REDACTED] after the Termination Date, pay to Lessee an amount equal to the Security Deposit (less the sum of amounts applied pursuant to Clause 6.3(b) and not replenished or paid to Lessee under Clause 6.5(a)); provided that Lessor shall not be obliged to pay any such amount to Lessee for so long as any obligation then falling due for performance has not been fully discharged or performed and provided further that in the event Lessee is required to pay the Redelivery Maintenance Payment, Lessee may elect to set-off the amount of the cash Security Deposit then held by Lessor against the Redelivery Maintenance Payment.

#### **6.3 Concerning the Security Deposit**

- (a) The Security Deposit shall be the sole, absolute and unconditional property of Lessor, may be freely commingled by Lessor with its other funds and dealt with by Lessor in such manner as Lessor may see fit and Lessor will not hold any such funds as agent or on trust for Lessee or in any similar fiduciary capacity. If and to the extent that, under applicable Law in any relevant jurisdiction, the Security Deposit is considered to be the property of Lessee, the Security Deposit shall be held by Lessor as security for the timely performance by Lessee of its obligations under the Operative Documents to which Lessee is a party and Lessee hereby grants a Security Interest in and pledge of the Security Deposit, and including all proceeds thereof and general intangibles (including payment intangibles) relating thereto, including any right to payment of an amount equal

to the Security Deposit by Lessor to Lessee hereunder, to Lessor as secured party for itself. No interest shall be earned, paid or repaid in respect of the Security Deposit.

- (b) Following the occurrence of an Event of Default which is continuing, in addition to all rights and remedies of Lessor elsewhere in this Agreement or under Law, Lessor may, on behalf of itself or on behalf of any of its Affiliates, immediately or at any time thereafter, without notice to Lessee, use or apply an amount equal to all or part of the Security Deposit in or towards the payment or discharge of any matured obligation owed by Lessee under this Agreement, in such order as Lessor sees fit, and/or exercise any of the rights of set-off described in Clause 22.4 (*Set-off*) with respect to an amount equal to the Security Deposit and/or exercise any other right or remedy of a secured creditor upon a default provided in the UCC.
- (c) If Lessor exercises any of the rights described in Clause 6.3(b):
  - (i) Lessee shall, upon a demand in writing from Lessor, immediately and in any event within [REDACTED] of such demand, pay in immediately available funds an amount sufficient to restore the Security Deposit to the level at which it stood immediately prior to such exercise; and
  - (ii) such use, application or retention shall not be deemed a cure of any Event of Default unless such use, application or retention was sufficient to cure such Event of Default (or Lessee has otherwise cured the same) and Lessee has promptly, but in any case, within [REDACTED] of the occurrence of the Event of Default, restored the Security Deposit to the level at which it stood immediately prior to such exercise.
- (d) It is hereby agreed that the Security Deposit shall not constitute an agreed liquidated damages amount.

#### 6.4 Provision of Letter of Credit

Lessee may, following execution of this Agreement and at any time during the Term, in lieu of the cash Security Deposit or any other existing Letter of Credit, deliver to Lessor a Letter of Credit substantially in the form set out in Schedule 11 (*Form of Letter of Credit*) or as otherwise approved by Lessor from time to time, acting reasonably (the “**Letter of Credit**”), **provided that** no Event of Default is continuing. Such Letter of Credit shall in any event:

- (a) be denominated in and payable in Dollars and be payable in an amount of not less than the Security Deposit required hereunder;
- (b) be issued by a bank with a long-term unsecured debt rating of A- with Standard & Poor’s or A3 with Moody’s (the “**Acceptable LC Bank Rating**”) or confirmed by such a bank;
- (c) be an irrevocable standby Letter of Credit payable on demand without proof or evidence of entitlement of loss required at an office in [REDACTED] or in another location satisfactory to Lessor, and shall be capable of being drawn by Lessor directly at sight, by facsimile, or post at such office;

- (d) without prejudice to Clause 6.4(c) above, be capable of being drawn if a replacement Letter of Credit is not provided in accordance with Clause 6.5 (*Letter of Credit*); and
- (e) have a non-cancelable term of at least three hundred and sixty-five (365) days or, if less a non-cancellable term extending thirty (30) days beyond the Expiry Date.

Notwithstanding anything to the contrary in this Clause 6.4 (*Provision of Letter of Credit*), Banco Bilbao Vizcaya Argentaria, S.A. and any of its Affiliates shall be considered an acceptable issuing bank for any Letter of Credit, provided that such Letter of Credit is drawable in New York or London.

## 6.5 Letter of Credit

- (a) If Lessee provides Lessor with a Letter of Credit in accordance with the terms of Clause 6.4 (*Provision of Letter of Credit*), then on receipt of such Letter of Credit Lessor shall return any cash Security Deposit paid by Lessee to Lessor pursuant to Clause 6.1 (*Lessee Payment*) to Lessee no later than [REDACTED] after receipt of the Letter of Credit.
- (b) If Lessee provides Lessor with a Letter of Credit in accordance with the terms of Clause 6.4 (*Provision of Letter of Credit*), Lessee shall ensure that a Letter of Credit remains in place throughout the Term or any relevant part thereof; provided, however, that Lessee may replace a Letter of Credit with a cash Security Deposit and so long as no Event of Default shall have occurred and be continuing, Lessee shall have the right to put in place a replacement Letter of Credit in accordance with the terms of Clause 6.4 (*Provision of Letter of Credit*). Lessor will return to Lessee the original of the replaced Letter of Credit as soon as reasonably practicable (and in any event within five (5) Business Days) following receipt of a cash Security Deposit or a replacement Letter of Credit.
- (c) Lessee shall procure the renewal of or new issue of a Letter of Credit no later than [REDACTED] (the “**LC Renewal Date**”) prior to the stated expiry date of any then current Letter of Credit.
- (d) If Lessee fails to put in place a replacement Letter of Credit by the LC Renewal Date in accordance with Clause 6.5(c) and has not notified Lessor that Lessee will replace the same with a cash Security Deposit of like amount by such LC Renewal Date and thereafter does not otherwise in fact replace the Letter of Credit with such cash Security Deposit not later than [REDACTED] prior to the stated expiry date of such Letter of Credit, Lessor shall be entitled to drawdown on the Letter of Credit for the full amount thereof and such monies so drawn shall thenceforth be held by Lessor as provided below.
- (e) If at any time the long term unsecured debt rating of the issuing bank or (if applicable) the confirming bank in respect of the Letter of Credit falls below the Acceptable LC Bank Rating then, Lessee shall promptly and in any event within ten (10) Business Days of receipt of written demand from Lessor, either (1) provide Lessor with a replacement Letter of Credit complying with Clause 6.4 (*Provision of Letter of Credit*); or (2) provide a cash Security Deposit that meets the requirements of, and in accordance with the provisions of, Clause 6.1 (*Lessee Payment*), in which event, upon receipt of such replacement Letter of Credit or cash Security Deposit Lessor will return the original Letter of Credit to Lessee as soon as reasonably practicable (and in any event

within five (5) Business Days) following receipt of such replacement Letter of Credit or cash Security Deposit.

- (f) Lessor may assign or pledge its interest in the proceeds of the Letter of Credit to any Financing Party and may transfer its interest under the Letter of Credit to any assignee or transferee of Lessor's interests as permitted by Clause 21.2 (*Lessor Transfer*) (and Lessee shall at Lessor's cost perform such acts and deliver such instruments as Lessor may reasonably request in order to carry out and effect any such assignment, pledge or transfer).
- (g) Lessor shall be entitled to make any number of demands under the Letter of Credit at any time following any Event of Default which is continuing or pursuant to Clause 6.5(d). Any amounts drawn under the Letter of Credit shall be treated as if they were a cash Security Deposit under Clause 6.3 (*Concerning the Security Deposit*).
- (h) If in accordance with Clause 6.3 (*Concerning the Security Deposit*), Lessor applies any amount (the "**Paid Amount**") drawn down under the Letter of Credit, then Lessee shall immediately and in any event within [REDACTED] of demand, either: (i) cause an additional Letter of Credit to be issued and delivered to Lessor complying with the requirements of Clause 6.4 (*Provision of Letter of Credit*) in an amount equal to the Paid Amount and expiring on the same date as the existing Letter of Credit, or (ii) pay to Lessor in immediately available funds an amount equal to the Paid Amount so that Lessor shall at all times have on an aggregate basis the benefit of a Letter of Credit and/or a cash Security Deposit in the amount of the Security Deposit pursuant to Clause 6 (Security Deposit).
- (i) If at any time any Letter of Credit delivered to Lessor shall cease to constitute the legal, valid and binding obligations of the issuer thereof or any applicable confirming bank enforceable in accordance with its terms, or amounts payable under any Letter of Credit shall cease to be freely available for drawing, Lessee shall forthwith notify Lessor upon becoming aware of such circumstance(s) and as soon as practicable and in any event within [REDACTED] after becoming aware of such circumstances or after written demand from Lessor either (i) deliver to Lessor a replacement Letter of Credit complying with the requirements set out in Clause 6.4 (*Provision of Letter of Credit*) or (ii) deliver to Lessor a cash Security Deposit in an amount equal to the face value of the Letter of Credit, to be held by Lessor in accordance with Clause 6.3 (*Concerning the Security Deposit*), whereupon Lessor shall redeliver to Lessee the first above mentioned Letter of Credit not later than five (5) Business Days following receipt of such replacement Letter of Credit or, as the case may be, cash Security Deposit.
- (j) Subject to the payment, performance and discharge in full of all of Lessee's obligations under each of the Operative Documents to which Lessee is a party, Lessor shall within [REDACTED] of the Termination Date return to Lessee any Letter of Credit. The provisions of this Clause 6.5(j) shall survive, and remain in full force and effect, notwithstanding the expiration or other termination of this Agreement and/or the leasing of the Aircraft hereunder.

## 7. PAYMENTS

### 7.1 Account for Lessee Payments

All payments by Lessee to Lessor under the Operative Documents will be made for value on the due date in Dollars in immediately available funds by SWIFT or wire transfer to the account set out below or to such other account as Lessor may from time to time notify Lessee in writing five (5) Business Days prior to a date for a payment hereunder; provided that the payment and/or indemnity obligations of Lessee under the Operative Documents, measured as of the date any such change is effective, shall not be increased solely as a result of the designation of such other account: [REDACTED]

## 7.2 **Default Interest**

If Lessee fails to pay any amount payable under this Agreement on the due date, Lessee shall pay to the other party on demand from time to time interest at the Default Rate (both before and after judgment) on that amount, from the due date to the date of payment in full. All such interest will be compounded monthly and calculated on the basis of the actual number of days elapsed in the month and assuming a thirty (30) day month and a three hundred sixty (360) day year.

## 7.3 **Absolute Obligations**

- (a) This Agreement is a net lease. Except to the extent set forth in Clause 7.3(c) below, Lessee's obligations to pay Rent and to perform any of its other obligations pursuant to this Agreement are absolute and unconditional and shall be paid and performed in full when due without reduction, deduction, set-off, recoupment, claim or counter claim, and Lessor shall have all of the rights and benefits of a lessor under a lease to which Section 2A-407 of the UCC applies as provided therein. Lessee may not regard its obligations as cancelled, terminated, suspended, reduced or altered (and waives to the greatest extent permitted by applicable Laws (but subject to Clause 7.3(c)) any rights which it may have at any time to cancel, terminate, suspend, reduce or alter such obligations) by reason of any contingency or circumstance whatsoever, including (but not limited to):
  - (i) any right of set-off, counterclaim, recoupment, reduction, reimbursement, claim, defense or other right which Lessee may have against Lessor, any Indemnatee, the Manufacturer, any other vendor, or against any other Person;
  - (ii) any unavailability of the Aircraft for any reason or interruption of or interference with Lessee's use, operation or possession of the Aircraft;
  - (iii) any defect in title, airworthiness, condition, design, operation of or use of the Aircraft, merchantability, fitness for any purpose, registration of the Aircraft or any damage to or (subject to the provisions of Clause 16.1 (*Total Loss*)) loss or destruction of the Aircraft;
  - (iv) any insolvency, bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceedings by or against Lessor or Lessee or any other Person;
  - (v) any invalidity or unenforceability of or other defect in this Agreement; and,
  - (vi) any other cause or circumstance which but for this provision would or might otherwise have the effect of terminating, canceling, suspending, abating,



reducing, deferring or in any way affecting any obligation of Lessee under this Agreement, including to lease the Aircraft or pay Rent. Lessee acknowledges and agrees that it has used its own judgment in selecting the Aircraft, and has not relied on Lessor or on any information supplied by Lessor, and that Lessor is not a manufacturer of or dealer in aircraft.

- (b) Each payment of Rent made by Lessee shall be final. Lessee will not seek to recover all or any part of any payment of Rent for any reason whatsoever except for manifest error.
- (c) If at any time while no Event of Default has occurred and is continuing, (i) any Lessor Party (or anyone lawfully claiming through or under a Lessor Party) breaches its covenant of quiet enjoyment in Clause 8.1 (*Quiet Enjoyment*) or in any other Operative Document and (ii) as a result thereof, [REDACTED]
- (d) The provisions of this Clause 7.3 (*Absolute Obligations*) shall not be construed to limit Lessee's right to institute separate legal proceedings for direct damages or otherwise pursue remedies for direct damages against Lessor in the event of Lessor's breach of the terms of this Agreement or to limit Lessee's rights and remedies against any other Person.

#### 7.4 Currency Indemnity

- (a) If, under any applicable Law, whether as a result of a judgment or the liquidation of a party or for any other reason, any payment under or in connection with the Operative Documents is made or is recovered in a currency (the "**other currency**") other than the currency (the "**contractual currency**") in which it is payable pursuant to the Operative Documents then, to the extent that the payment (when converted into the contractual currency at the rate of exchange on the date of payment or, in the case of a liquidation, the latest date for the determination of liabilities permitted by the applicable Law) falls short of the amount unpaid under the Operative Documents, the payor shall as a separate and independent obligation, fully indemnify the party entitled to receive such payment against the amount of the shortfall. For the purposes of this sub-clause "**rate of exchange**" means the rate at which the payor is able on the relevant date to purchase the contractual currency in New York with the other currency.
- (b) Lessee waives any right it may have in any jurisdiction to pay any amount under any Operative Document in a currency other than that in which such amount is expressed to be payable.

#### 7.5 Application of Payments by Lessor

If any sum paid to Lessor or recovered by Lessor in respect of the liabilities of Lessee under this Agreement is less than the amount then due, Lessor may apply that sum to amounts that are then due from Lessee under the Operative Documents in such proportions and order and generally in such manner as Lessor may determine in its reasonable discretion.

#### 7.6 Lessor's Determination of Amounts Due

Any certificate or determination by Lessor as to any rate of interest or as to any other amount payable under this Agreement shall, in the absence of manifest error, be prima facie evidence of the amount so payable.

#### **7.7 Business Day Convention**

If any payment due under this Agreement (including any payment of Rent) would otherwise be due on a day which is not a Business Day, it shall be due on the immediately [REDACTED] Business Day, or, if that Business Day falls in the following month, in the following year, or after the Termination Date, on the Business Day immediately before such date. Payments of Rent due on a day which is not a Business Day shall be due on the immediately [REDACTED] Business Day.

#### **7.8 Retention of Certain Payments**

Any amount referred to in any Operative Document which is payable to or retainable by Lessee shall not be paid to or retained by Lessee at any time when an Event of Default shall have occurred and be continuing or so long as any sums which are then due from Lessee to any Lessor Party under this Agreement or any other Operative Documents remain unpaid, but instead such amount shall be paid to or held by Lessor as security to be held and applied in accordance with the provisions of this Agreement. At such time as there shall not be continuing any Event of Default and at such time as there is no amount then due to any Lessor Party and unpaid by Lessee, such amount shall be paid to Lessee to the extent not applied in accordance with the preceding sentence. Where Lessor would, but for this Clause 7.8 (*Retention of Certain Payments*) or any similar provision, be obliged to make any payment to Lessee, Lessor may elect to make such payment but shall be entitled to deduct or withhold from such payment any amount then due and payable under the Operative Documents with prior electronic or written notice to Lessee.

#### **7.9 Invoices**

Lessor shall provide Lessee with an electronic or paper invoice and supporting documentation before any payment to be made by Lessee to Lessor under the Operative Documents is due (including with respect to the payment of Rent and the Security Deposit), but failure to issue an invoice or the non-receipt of any such invoice shall not affect Lessee's obligation to make such payment.

### **8. LESSOR COVENANTS**

#### **8.1 Quiet Enjoyment**

Lessor agrees that, provided no Event of Default has occurred and is continuing and **provided that** this Agreement shall not have been otherwise terminated, none of Lessor, any other Lessor Party and any Person claiming by, through or under it or any other Lessor Party (including any Financing Party) shall take or cause to be taken any action to interfere with Lessee's or any Permitted Sublessee's right to use, possession and quiet enjoyment of the Aircraft. The foregoing shall not, however, prevent Lessor, or its successors, assigns and transferees, from exercising any rights or remedies under the Operative Documents.

#### **8.2 Lessor Obligations following Termination Date**

Lessor shall within five (5) Business Days of the Termination Date:

- (a) pay to Lessee a portion of any Rent paid to Lessor to the extent such portion is attributable to the period falling after, but excluding, the Termination Date; and
- (b) pay to Lessee an amount equal to the Security Deposit in accordance with Clause 6.2 (*Lessor Payment*) or return the Letter of Credit in accordance with Clause 6.5(j), whichever is applicable;

If any amount due and owing to Lessor under this Agreement and the other Operative Documents to which Lessee is a party is unpaid or if any Event of Default has occurred and is continuing, Lessor may hold and apply any such amounts in or toward the satisfaction of such payment owed or the cure of such Event of Default and, at such time as no amount due and owing to Lessor under this Agreement and the other Operative Documents to which Lessee is a party is unpaid and no Event of Default is in existence, shall pay the unapplied portion thereof, if any, to Lessee.

### 8.3 Lessor Obligations regarding Tax Information

Lessor and Owner Participant shall provide to Lessee the information described in Clause 20.6(c) hereof, as and when required pursuant to such Clause.

### 8.4 Lessor Obligations Regarding AD Cost Sharing

Subject to Clause 7.8 (*Retention of Certain Payments*), if Lessee performs an Airworthiness Directive or Mandatory Order on the Aircraft on a terminating action basis (or to the highest level of compliance available) prior to the expiration of the Term and the cost of performing such Airworthiness Directive or Mandatory Order on the Aircraft exceeds [REDACTED], Lessor shall, promptly following receipt of an invoice and documentation supporting the cost of performing such Airworthiness Directives and Mandatory Orders on the Aircraft, reimburse Lessee for a portion of such cost determined in accordance with the formula set forth in Clause 5 of Part A of the Financial Terms Annex.

## 9. LESSEE COVENANTS

### 9.1 Performance

- (a) Lessee shall perform and comply with its undertakings, covenants and other agreements in this Agreement at all times during the Term. All such undertakings and covenants shall, except where expressly otherwise stated, be performed at the expense of Lessee.
- (b) Lessee shall remain liable to Lessor for all of Lessee's obligations and liabilities under this Agreement notwithstanding any delegation by Lessee to another Person of any such obligations or liabilities or any reliance by Lessee on another Person to perform or discharge any such obligations or liabilities, whether or not such delegation or reliance is permitted or contemplated by this Agreement (including any Permitted Sublessee and the related sublease under Clause 10.3 (*Subleasing*)); **provided that** to the extent any such obligation or liability is actually performed or discharged by such other Person on Lessee's behalf, such performance or discharge shall constitute performance or discharge of the corresponding obligation or liability of Lessee.

- (c) Lessee will cause any Post-Closing Authorizations and Filings to be made or obtained as provided in the definition of such term and by the deadline provided in Clause 5 of Schedule 3 (*Conditions Precedent and Post-Closing Matters*).

## 9.2 Information – General and Financial

Lessee shall:

- (a) furnish to Lessor and Owner Participant:
  - (i) by making the same available on its website or directly to Lessor if not posted on its website, no later than [REDACTED] days after the last day of each financial year of Lessee, its audited consolidated balance sheet and cash flow statement as of such day and its audited consolidated profit and loss statement for the year ending on such day; and
  - (ii) to the extent that Lessee is permitted by applicable Law and is not bound by confidentiality undertakings to third parties, such other information concerning the business or financial affairs of Lessee as Lessor or Owner Participant may from time to time reasonably request; provided, however, that under no circumstances shall Lessee be required to provide Lessor or Owner Participant with financial or operational forecasts;
  - (iii) following the occurrence of an Event of Default which is continuing, promptly provide such financial, operational and other information concerning Lessee and its affairs as Lessor may reasonably request;
- (b) promptly notify Lessor of the occurrence of any Total Loss or of any event which is likely to result in a claim under the Insurances in excess of the Damage Notification Threshold;
- (c) promptly notify Lessor of the occurrence of any Event of Default or of any other event or circumstance that, in Lessee's opinion (acting reasonably), could reasonably be expected to have a material adverse effect on its ability to perform any of its obligations under the Lessee's Documents, taking into account all other obligations that Lessee must observe or perform at that time and shall provide Lessor with full detail of any steps that Lessee is taking, or proposes to take, to remedy or mitigate the effect of the Event of Default;
- (d) if the Aircraft is subleased to a sublessee, Lessee shall promptly notify Lessor if that sublease is terminated or terminates (other than as a result of the normal expiration thereof);
- (e) promptly notify Lessor of the existence of any proceedings of a judicial or administrative nature involving Lessee, which are likely to have a material adverse effect on the ability of Lessee to comply with its obligations under this Agreement or affect its right of possession of the Aircraft; and
- (f) within thirty (30) days after receipt by Lessee of a request by Lessor (or such shorter period as may be set forth in any written request by any Government Entity for information or documents), Lessee shall furnish in writing to Lessor such information or

documents within its possession or which are reasonably available to it (or copies thereof certified as correct by an authorized officer of Lessee) regarding the Aircraft as may reasonably be requested by Lessor or as may be required to enable Lessor to file any report or document required to be filed by it with any Government Entity because of its ownership interest in the Aircraft, the Airframe or the Engines.

### 9.3 **Operation of the Aircraft**

Lessee shall:

- (a) operate the Aircraft solely for commercial purposes;
- (b) not use or operate the Aircraft in violation of or contrary to any Regulation applicable to it or the Aircraft; provided that, the foregoing shall not prohibit Lessee from operating the Aircraft temporarily in any manner or location in the event of an emergency;
- (c) not knowingly permit any items to be on or transported by the Aircraft if it is prohibited by any Regulation for such item to be on or transported by the Aircraft;
- (d) not use or operate the Aircraft for any purpose for which the Aircraft is not designed or for any purpose other than primarily in passenger service in passenger configuration, or in a manner inconsistent with the Manufacturers' manuals or the Aviation Authority directives;
- (e) not use the Aircraft for purposes of training, qualifying or re-confirming the status of cockpit personnel except for the benefit of Lessee's cockpit personnel, and then only if the use of the Aircraft for such purpose is not disproportionate to the use for such purpose of other aircraft of the same or similar type operated by Lessee in any twelve (12) month period;
- (f) not use or operate the Aircraft or suffer or permit the Aircraft to be used or operated in any manner when the Insurances are not in full force and effect, and not use, operate or locate the Aircraft or suffer or permit the Aircraft to be used, operated or located in any manner not covered by the Insurances or in any area excluded from coverage by the Insurances (and without limiting the foregoing, Lessee will not use, operate or locate the Aircraft or permit it to be used, operated or located in any area of recognized or threatened hostilities when the war risk Insurances are not in full force and effect and applicable thereto); provided, that, the foregoing shall not prohibit Lessee from operating the Aircraft temporarily in any such locations in the event of an emergency situation; and
- (g) not operate, maintain, modify, insure or deal with the Aircraft or any Engine or Part in a manner which adversely discriminates against the Aircraft or such Engine or Part, when compared with the manner in which Lessee operates, maintains, modifies, insures or deals with similar aircraft, engines or parts in Lessee's fleet.

### 9.4 **General Covenants, Compliance and Outgoings**

Lessee shall:

- (a) at all times during the Term maintain (i) its business as a commercial scheduled air carrier; (ii) its corporate existence (except as permitted by Clause 9.7 (*Lessee Existence*)); and (iii) in full force and effect, all consents, licenses, authorizations, approvals, permits, rights and privileges material to its business or to the performance of its obligations under this Agreement;
- (b) comply with all Regulations required for the making of payments, and the performance by Lessee of its other obligations under this Agreement and the Operative Documents;
- (c) not cause or permit the Aircraft to proceed to, or remain at, any location in an Excluded Country, except on a temporary basis in the event of an emergency situation, unless the same are permitted pursuant to applicable consents, exemptions or licenses which have been obtained or apply in respect thereof;
- (d) promptly pay or cause to be paid when due (i) all license, registration, navigation and airport fees and charges assessed and demanded by any Government Entity and/or any other air navigation authority in accordance with applicable Regulations relating to the Aircraft and (ii) all costs, expenses, charges, fees (including, without limitation, license and registration fees), Taxes and other outgoings related to the operation, storage, maintenance, leasing or registration of the Aircraft, which in either case if not paid when due could result in a Security Interest which is not a Permitted Lien being imposed on the Aircraft; and
- (e) comply with all applicable Laws concerning security measures to protect the Aircraft and its passengers from theft, destruction, hijacking, bombing or other acts of terrorism.

## 9.5 Registration and Protection

- (a) Lessee shall to the greatest extent permitted by applicable Law and at its own cost and expense (unless otherwise expressly set forth herein) and subject to Lessee's receipt from Lessor of any documentation required by the Aviation Authority or any applicable Regulation (provided always that Lessee shall request such necessary documentation from Lessor in a timely manner):
  - (i) so long as Lessor continues to be eligible for such registration, keep the Aircraft registered with the [FAA]<sup>7</sup>[AFAC]<sup>8</sup> in the name of Lessor as owner thereof and not take or permit any action contrary to the continued registration of the Aircraft with the [FAA]<sup>9</sup>[AFAC]<sup>10</sup> in the name of Lessor other than (x) with Lessor's prior written approval which will not be unreasonably withheld or (y) in connection with a sublease of the Aircraft to a Permitted Sublessee;
  - (ii) subject to clause (iii) below, cooperate with Lessor in relation to the registration and recordation with the [FAA]<sup>11</sup>[AFAC]<sup>12</sup> and any other relevant public record

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<sup>7</sup> [REDACTED]

<sup>8</sup> [REDACTED]

<sup>9</sup> [REDACTED]

<sup>10</sup> [REDACTED]

<sup>11</sup> [REDACTED]

(or as required to comply with the Cape Town Convention or the Geneva Convention where applicable) of (x) the Aircraft and this Agreement (or particulars thereof) and/or (y) the interest of Lessor as owner and lessor and, at Lessor's cost, the rights of any Financing Parties having a Security Interest in respect of the Aircraft or this Agreement (as the case may be) on such public record;

- (iii) cause any supplements and amendments to be promptly filed and recorded with the [FAA]<sup>13</sup>[AFAC]<sup>14</sup> and any other relevant public record (or as required to comply with the Cape Town Convention or the Geneva Convention where applicable); and
  - (iv) at Lessor's cost make and cooperate with Lessor in relation to the making of any changes to the registrations referred to at (i), (ii) or (iii) above as may be necessary or advisable (and are consistent with the provisions of this Agreement) to take account of any change permitted by this Agreement in ownership of the Aircraft any Engine or Part (including any permanent replacement of any Engine or Part) or any change in the financing of the Aircraft.
- (b) Lessee shall not without the prior written consent of Lessor change the State of Registration other than as permitted pursuant to Clause 9.5(a)(i) and, following the termination of any sublease of the Aircraft during which the Aircraft is registered in a jurisdiction other than [the United States of America]<sup>15</sup>[Mexico]<sup>16</sup>, Lessee shall also have the right without Lessor consent to re-register the Aircraft with the [FAA]<sup>17</sup>[AFAC]<sup>18</sup> in the name of Lessor as owner.
- (c) Lessee shall from time to time, do or cause to be done any and all acts and things which may be required or desirable (in the discretion of Lessor acting reasonably, but in each case consistent with the provisions of this Agreement and the other Operative Documents to which Lessee is a party) which are requested in writing by Lessor, acting reasonably, to ensure that Lessor, and, at Lessor's cost, the Financing Parties, if any, have or obtain the fullest benefit(s) of the Cape Town Convention and/or the Protocol as in effect in the State of Registration in connection with the Aircraft and any Engine, including (but not limited to):
- (i) any matters connected with registering, perfecting, preserving and/or enhancing any International Interest(s) or other registrable interests vested in Lessor or the Financing Parties with respect to the Aircraft and/or any Engine and constituted by this Agreement;

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<sup>12</sup> [REDACTED]

<sup>13</sup> [REDACTED]

<sup>14</sup> [REDACTED]

<sup>15</sup> [REDACTED]

<sup>16</sup> [REDACTED]

<sup>17</sup> [REDACTED]

<sup>18</sup> [REDACTED]

- (ii) constituting any International Interest(s) or other registrable interests to be vested in Lessor or the Financing Parties with respect to the Aircraft and/or any Engine in connection with this Agreement;
  - (iii) entry into agreements (subordination or otherwise) to protect, perfect and/or enhance and/or improve the priority of any International Interest(s) or other registrable interests referred to in the foregoing Clauses 9.5(c)(i) and/or (ii); and
  - (iv) taking all relevant actions and cooperating as may be requested by Lessor in writing with respect to the issuance of an IDERA in favor of Lessor (or if requested, the Financing Parties Representative) to the extent such instrument becomes recognized in [the United States of America]<sup>19</sup>[Mexico]<sup>20</sup>after the date hereof and all necessary Regulations implementing such recognition and measures with respect to the filing and acknowledgement of an IDERA have been fully adopted and implemented in [the United States of America]<sup>21</sup>[Mexico]<sup>22</sup>after the date hereof; provided that Lessee shall only be required to take any such action or provide any such cooperation subject to, and in accordance with all applicable laws and regulations of [the United States of America]<sup>23</sup>[Mexico]<sup>24</sup>, and upon the deactivation of the Deregistration Power of Attorney in effect at that time.
- (d) Lessee and Lessor agree that for all purposes of the Cape Town Convention, (i) this Agreement, and any sublease under the terms of this Agreement, will constitute a separate International Interest with respect to the Airframe and/or each Engine, and (ii) the Airframe and each Engine constitute Aircraft Objects.
- (e) The costs and expenses in opening and maintaining the Transacting User Entity accounts for Lessee shall be borne by Lessee, but the costs and expenses in opening and maintaining the Transacting User Entity accounts of the Lessor Parties and any Financing Party shall be borne by the Lessor Parties or the Financing Parties, as the case may be.

## 9.6 Title and other Property and Security Interests

Lessee shall:

- (a) affix, and maintain in a prominent position, a fireproof plate (having dimensions of not less than 10 cm. x 7 cm.) on each Engine and in the cockpit or cabin of the Aircraft stating:

“THIS [AIRCRAFT/ENGINE] IS OWNED BY WELLS FARGO TRUST COMPANY,

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<sup>19</sup> [REDACTED]

<sup>20</sup> [REDACTED]

<sup>21</sup> [REDACTED]

<sup>22</sup> [REDACTED]

<sup>23</sup> [REDACTED]

<sup>24</sup> [REDACTED]



NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE UNDER THAT CERTAIN TRUST AGREEMENT (MSN [TBD]), AND IS LEASED TO AEROVÍAS DE MÉXICO, S.A. DE C.V. [AND IS SUBJECT TO A SECURITY INTEREST/LIEN IN FAVOR OF (THE FINANCING PARTIES REPRESENTATIVE)]”;

provided, that the replacement of any such fireproof plates required due to changes of ownership or lienholders shall be arranged and paid for by Lessor.

- (b) not at any time (i) represent to others that Lessor, Owner Participant or the Financing Parties are in any way connected with or responsible for any operation of the Aircraft or the business of Lessee or carriage (whether for hire or reward or gratuitously) which may be undertaken by Lessee; or (ii) pledge the credit of Lessor, Owner Participant or the Financing Parties;
- (c) not hold itself out to any third party as owner of the Aircraft or any part of it, and on all occasions when the ownership of the Aircraft, any Engine or any Part is relevant, make clear to third parties that title is held by Lessor;
- (d) not abandon the Aircraft, any Engine or any Part;
- (e) not grant to any person other than Lessor or Financing Parties Representative an IDERA or a deregistration power of attorney with respect to the Airframe or any Engine, and the granting of an IDERA to Lessor or Financing Parties Representative shall be subject to Clause 9.5(c)(iv);
- (f) not allow the Aircraft, any Engine or any Part or this Agreement or the Insurances, to become or remain subject to any Security Interest (other than Permitted Liens) and promptly at Lessee's expense take such action as may be necessary to discharge any such Security Interest other than Permitted Liens if the same shall exist at any time; or
- (g) not consent to any interests conflicting with (whether or not taking priority over) the interests of Lessor as lessor and owner or any Financing Party to be registered at the International Registry without the prior written consent of Lessor, or such Financing Party (as the case may be).

## 9.7 Lessee Existence

Lessee will preserve its corporate existence, will not sell, lease, transfer or otherwise dispose of all or substantially all of its assets (in one or in any series of transactions) to any Person and will continue to be a regularly scheduled, commercial airline; provided that Lessee may sell, lease, transfer or otherwise dispose of all or substantially all of its assets (in one or a series of transactions) to any Person or merge or consolidate with any Person in a transaction in which it is not the surviving Person if the following conditions are satisfied:

- (a) Lessee has provided Lessor with thirty (30) days prior written notice of such transaction;
- (b) the Person acquiring such assets or the Person surviving such merger or consolidation (in either case, the “**Surviving Entity**”) assumes all of the rights and obligations of Lessee under the Operative Documents to which Lessee is a party;

- (c) the tangible net worth of the Surviving Entity is equal to or greater than the tangible net worth of Lessee immediately prior to such merger or consolidation, except where (if the Surviving Entity's tangible net worth would be lower than such prior tangible net worth of Lessee), this does not and could not reasonably be expected to cause an Event of Default or have a material adverse effect on the ability of the Surviving Entity to comply with its obligations under the Operative Documents;
- (d) the Surviving Entity is duly organized and validly existing under the laws of its state of organization;
- (e) the Surviving Entity shall execute and deliver to Lessor an agreement, in form and substance reasonably satisfactory to Lessor, by which the Surviving Entity assumes the due and punctual performance and observance of each covenant and condition of Lessee under this Agreement and agrees to be bound thereby (such assumption of obligations to be legal, valid, binding and enforceable, except as enforcement of such agreement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting the rights of creditors generally and general principles of equity);
- (f) the Surviving Entity shall execute and deliver to Lessor and/or file such recordations and filings with any Government Entity (including the Aviation Authority) and such other documents as Lessor shall reasonably deem to be necessary or advisable (including, without limitation, to preserve and protect the interests of Lessor and the Financing Parties) to evidence, or in connection with, such transfer of assets, merger or consolidation;
- (g) the Surviving Entity provides a legal opinion in form and substance satisfactory to Lessor (acting reasonably) regarding the existence of the Surviving Entity and its assumption of Lessee's obligations under this Agreement and the other Operative Documents; and
- (h) prior to and immediately after giving effect to such transfer of assets, merger or consolidation, no Event of Default shall have occurred and be continuing.

Lessee shall pay all reasonable costs and expenses incurred by Lessor and, if applicable, any Financing Party (including all reasonable legal fees and expenses) in relation to any such transfer of assets, merger or consolidation following receipt of an invoice and supporting documentation in respect thereof.

9.8 **[REDACTED]**

10. **POSSESSION, SUBLEASING AND POOLING**

10.1 **Possession**

Lessee will not, without the prior written consent of Lessor (not to be unreasonably withheld or delayed), sublease or otherwise part with possession of the Aircraft, any Engine or any Part, except that Lessee shall have the right to deliver possession of the Aircraft, the Engines or any Part without Lessor's consent:

- (a) with respect to the Aircraft, the Engines or any Part, to the relevant Manufacturer or Approved Maintenance Performer for testing, modification, maintenance, repair, overhaul or other work to the extent required or permitted by this Agreement;

- (b) on a wet lease which complies with Clause 10.2 (*Wet leasing*);
- (c) on a sublease which complies with Clause 10.3 (*Subleasing*); and
- (d) with respect to an Engine or Part as expressly permitted by this Agreement.

## 10.2 **Wet leasing**

Lessee shall be permitted to wet lease or charter the Aircraft to a third party **provided that** under the terms of such wet lease or charter:

- (a) the Aircraft shall be operated solely by regular employees of Lessee possessing all current certificates and licenses that are required by applicable Regulations;
- (b) the Aircraft shall remain subject to the insurance coverage required under Clause 15 (*Insurance*) or such other insurance coverage as is approved by Lessor;
- (c) the Aircraft shall be maintained by Approved Maintenance Performers in accordance with the Maintenance Program and Lessee's normal maintenance practices;
- (d) the Aircraft shall not be subject to any change in its State of Registration;
- (e) such wet lease or charter is expressly subordinated to this Agreement and the rights of Lessor and the Financing Parties hereunder and to the Aircraft;
- (f) the duration of such wet lease or charter (including all extensions and renewals) does not extend beyond the then scheduled Expiry Date; and
- (g) no Event of Default has occurred and is continuing under this Agreement at the time Lessee enters into such wet lease or charter.

## 10.3 **Subleasing**

Lessee may, (x) [REDACTED] or (y) with the written consent of Lessor (not to be unreasonably withheld or delayed), sublease the Aircraft to any Person not described in sub-clause (x) above. Any proposed sublease shall satisfy each of the following conditions:

- (a) either (i) the sublease shall state that it is subject and subordinate to this Agreement, and the sublessee shall execute an acknowledgment addressed to Lessor and any Financing Party Representative confirming the foregoing and acknowledging that the sublease will terminate on or before the Termination Date; or (ii) if Lessor notifies Lessee that Lessor's counsel in the relevant jurisdiction is of the opinion that a sublease assignment is necessary or advisable in such jurisdiction, Lessee shall grant Lessor or Financing Parties Representative (as applicable) a security assignment (in form and substance reasonably satisfactory to Lessor and Financing Parties Representative) assigning all of Lessee's rights, title and interest to, in and under such sublease to Lessor, or the Financing Parties Representative, as applicable;
- (b) the proposed sublessee must be a commercial air carrier or air operator holding a valid air operator's certificate;

- (c) other than in respect of the Bankruptcy cases, the proposed sublessee must not be subject to any insolvency or reorganization proceedings;
- (d) no Event of Default shall have occurred and be continuing at the time of commencement of such sublease or would result as a consequence of such sublease;
- (e) Lessee shall have given not less than thirty (30) days' prior written notice to Lessor and Owner Participant of its intention to enter into any sublease agreement or arrangement (which notice shall include a description of the proposed subleasing arrangements including the identity of the proposed sublessee, the term of the sublease and the proposed delivery date under the sublease) and Lessee shall have provided to Lessor and Owner Participant at least ten (10) days' prior to execution of the sublease agreement, a copy of the draft sublease agreement and the draft insurance certificate (it being acknowledged that in any event (x) Lessee may redact the amount of Rent and all other economic terms, (y) the conditions below are required to be satisfied prior to commencement of the relevant sublease and (z) the evidence and/or documentation specified below shall be required to be provided to Lessor and Owner Participant prior to commencement of the relevant sublease so as to give Lessor and Owner Participant a reasonable period of time to review the same);
- (f) the sublease shall not permit the sublessee to take any action inconsistent with the requirements and obligations of Lessee under this Agreement and shall require the sublessee to operate the Aircraft on substantially similar or more favorable terms as those set out in this Agreement, including without limitation, Clause 9.3 (*Operation of the Aircraft*), Clause 11.4 (*Maintenance and Repair*), and if the sublessee is to maintain Insurances rather than Lessee, Clause 15 (*Insurance*);
- (g) the sublease shall not permit any further subleasing, wet leasing or charter of the Aircraft other than wet leasing on substantially similar terms or more favorable terms as those set out in Clause 10.2 (*Wet leasing*);
- (h) the sublease shall not have a term which extends or is capable of extending beyond the then scheduled Expiry Date;
- (i) on or prior to the commencement of the sublease Lessee shall provide to Lessor evidence satisfactory to Lessor confirming that the Aircraft will continue to be insured in accordance with this Agreement;
- (j) the sublessee under the sublease shall not at the time of commencement of the relevant sublease be insolvent or otherwise be subject to any events of the type set out in clauses (h) through (j) of Clause 19.1 (*Events*);
- (k) the sublessee under the sublease shall hold all certificates, licenses, permits and authorizations required for its use and operation of the Aircraft;
- (l) if the Aircraft is to be registered in a new State of Registration in connection with a sublease or the termination of a sublease, Lessee shall:
  - (i) obtain Lessor's prior written consent (such consent not to be unreasonably withheld) if the new State of Registration is not the United States of America, [REDACTED]

- (i) provide to each of the Lessor and any Financing Party Representative an opinion of counsel in such new State of Registration in form and substance reasonably acceptable to the Lessor regarding the registration of the Aircraft and the filings and recordations contemplated in clauses (ii) and (iii) of Clause 10.3(c) and such other matters reasonably requested by Lessor;
- (ii) Lessee shall procure that all necessary translations and filings in respect of any sublease are made promptly in accordance with all applicable laws in any applicable jurisdiction;
- (iii) to the extent Lessee receives the same under the sublease, which Lessee shall request from the sublessee, Lessee shall provide Lessor with an IDERA or deregistration power of attorney (as applicable) and shall request that each be issued in favor of the Lessor; provided that, in the event of a default by the sublessee under the sublease, Lessor shall be required to exercise its rights under such IDERA or deregistration power of attorney, as applicable, at Lessee's direction and cost;
- (iv) the sublessee under the sublease shall provide to Lessor all "know your customer" information requested by Lessor;
- (v) Lessee shall procure that Lessor is provided with a copy of the preamble and matrix of sublessee's Maintenance Program;
- (vi) to the extent Lessee receives the same under the sublease, which Lessee shall request from the sublessee, Lessee shall provide Lessor with copies of any letters addressed to Eurocontrol or any other relevant air traffic control authority, authorizing the addressee to issue to Lessee, upon Lessee's request from time to time, a statement of account of all sums due from the sublessee to the relevant authority in respect of all aircraft (including, without limitation, the Aircraft) operated by the sublessee;
- (vii) procure that all filings, recordings and registrations are made to the extent necessary (A) to deregister the Aircraft from the registry maintained by the then existing State of Registration, (B) to register the Aircraft in the new State of Registration in the name of Lessor as owner (and if that is not possible, in the name of Lessee or the sublessee with the interests of Lessor and Lessee noted in the registry) in accordance with and to the extent permitted by applicable Law in the new State of Registration, and (C) to register, record, protect and/or perfect the Security Interest of any Financing Parties Representative in the new State of Registration in accordance with and to the extent permitted by applicable Law in the new State of Registration. Lessor shall co-operate and procure that the Financing Parties co-operate with Lessee upon reasonable request by Lessee to assist Lessee and/or the sublessee, as the case may be, in promptly making any filings, recordings and registrations in the existing State of Registration and, if applicable, any new State of Registration which are necessary in connection with any subleasing or change in the State of Registration. Lessee shall pay all reasonable and documented out-of-pocket costs and expenses incurred by Lessor and any Financing Party in connection with such sublease, filings, recordings and registrations (and no sublease shall be permitted unless and until such filings, recordings and registrations have been made or arrangements have been made to

effect the same following the delivery of the Aircraft under the sublease), whether or not such sublease is actually effected;

- (m) Lessee shall provide Lessor with a copy of the executed sublease and any amendments thereto within five (5) Business Days after the execution of such sublease or such amendments; such copy may be in electronic form, it being agreed that Lessee may redact the amount of Rent and all other economic terms;
- (n) no subleasing of the Aircraft shall release Lessee from its obligations under this Agreement, and Lessee hereby confirms and agrees that it shall remain fully liable to perform all of its obligations under this Agreement notwithstanding any such subleasing and shall be primarily liable for any act or omission of any sublessee in connection with any such subleasing; provided Lessee's obligations hereunder shall be satisfied to the extent performed by a sublessee; and
- (o) each of Lessor and Lessee may request additions or deletions to the list of Pre-Approved Sublessees on Schedule 14 from time to time and each party shall consider such proposed addition or deletion, as the case may be, in good faith. [REDACTED]

#### 10.4 Pooling

##### (a) Pooling of Engines

Lessee shall not permit any Engine to become subject to pooling or interchange arrangements or permit any Engine to go out of its possession pursuant to any such arrangement unless:

- (i) no Event of Default has occurred and is continuing;
- (ii) the installation of the Engine on a Pool Aircraft (as defined below) is in accordance with the provisions of an engine pooling arrangement with (x) the Engine Manufacturer or (y) with an Approved Maintenance Performer or (z) with other responsible, commercial air carriers whose terms the Lessor has previously approved in writing, which, among other things, in each case contains the following requirements:
  - (A) the Engines will only be installed on an aircraft (a "**Pool Aircraft**") with which it is compatible;
  - (B) the arrangements under which the Pool Aircraft are owned or operated ensure that title to any Engine installed on that aircraft remains vested in Lessor following the installation of the Engine on that Pool Aircraft and shall not jeopardize Lessor's or any Financing Party's rights in that Engine;
  - (C) the arrangements under which the Pool Aircraft is insured would permit the recovery by Lessor of an amount at least equal to the full replacement value of that Engine upon the Total Loss of that Pool Aircraft (including the Engine) when the Engine is installed thereon; and

- (D) the Engine is re-installed on the Airframe prior to the Expiry Date unless it is replaced by a Replacement Engine in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*).

(b) **Pooling of Parts**

Lessee shall not permit any Part to become subject to pooling or interchange arrangements, or allow any Part to go out of its possession pursuant to any such arrangement, except pursuant to an arrangement whereby:

- (i) a record of the location of any Part will be kept and made available to Lessor at any time on request;
- (ii) title to the Part which has gone out of Lessee's possession pursuant to such arrangement shall remain with Lessor until returned to Lessee or replaced with a Replacement Part in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*); and
- (iii) the Part is re-installed on the Aircraft prior to the Expiry Date unless it is replaced by a Replacement Part in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*).

**11. TECHNICAL REPORTING, AIRCRAFT DOCUMENTS, INSPECTION, MAINTENANCE AND REPAIR**

**11.1 Maintenance Status Report**

Throughout the Term, Lessee shall:

- (a) [REDACTED] and
- (b) give Lessor at least [REDACTED] written notice as to the time and location of all Heavy Maintenance Checks.

**11.2 Aircraft Documents**

Lessee shall:

- (a) keep accurate, complete and current records (which records shall form part of the Aircraft Documents and, notwithstanding that such records may be generated by Lessee, shall be deemed to be the property of Lessor and leased to Lessee hereunder) as listed in Schedule 7 (*Aircraft Documents at Redelivery*) or as may otherwise be required by the Aviation Authority, the Maintenance Program and all applicable Regulations and FAR 129;
- (b) maintain all technical Aircraft Documents in English (except for the cockpit and cabin rectification log book which may be maintained in Spanish) in Lessee's format (which may be microfiche, microfilm or digital and/or electronic format or any other form);

- (c) promptly furnish to Lessor all such information as Lessor may from time to time reasonably request regarding the Aircraft or any part thereof, its use, registration, location and condition; and
- (d) retain and store such Aircraft Documents, as required by the Aviation Authority, the Manufacturers, Maintenance Program and all applicable Regulations and other materials at either (i) Lessee's or any Permitted Sublessee's principal place of business, (ii) the facility of an Approved Maintenance Performer or (iii) a storage location under Lessee's or any Permitted Sublessee's control, and not permit any other Person (other than an Approved Maintenance Performer or a Permitted Sublessee) to have possession of or control over the same without Lessor's prior written consent.

### 11.3 Inspection

- (a) Upon Lessor's request, Lessee shall arrange that at any reasonable time during the Term (but no more than once per calendar year), Lessor or its authorized representatives (which may include representatives of the Financing Parties) may inspect the Aircraft and the Aircraft Documents, as provided herein and Lessee shall provide all reasonable assistance and co-operation in connection with such inspection (including facilitating access to the Aircraft and the Aircraft Documents). If the physical records are stored by any third party, Lessee will provide a letter granting access to the records for Lessor or its authorized representatives. Any such inspections shall not disrupt Lessee's normal business operations and inspections of the Aircraft shall be limited to a walk-around inspection which may include going on board the Aircraft but shall not include the opening of any panels, bays or disassembly of any components. During any such inspection, Lessor may, at its own expense, make copies of the Aircraft Documents, provided that if Lessee maintains, or is required by the Aviation Authority to maintain, a copy of the Aircraft Documents in electronic format, Lessee upon Lessor's request no more frequently than annually will provide a copy of such Aircraft Documents in such format to Lessor free of charge.
- (b) Each such inspecting Person shall be solely responsible for its cost of conducting an inspection (including all reasonable out-of-pocket expenses and insurance coverage) unless an inspection reveals that Lessee has failed to comply in any material respect with its obligations under this Agreement, in which case any follow up inspection required to verify that remedial work has been completed will be at Lessee's cost.
- (c) Lessor shall not have any duty or obligation to inspect the Aircraft and Lessor shall not incur any liability as a result of non-exercise of any inspection rights in this Clause 11.3 (*Inspection*).
- (d) Any inspection of the Aircraft (including any Aircraft Documents) shall be solely for Lessor's information and failure to notify Lessee of any discrepancies thereafter shall not imply that Lessee is in compliance with this Agreement, its maintenance provisions or applicable Law.
- (e) Notwithstanding anything to the contrary in this Clause 11.3 (*Inspection*), Lessor shall have the right to inspect the Aircraft and Aircraft Documents in accordance with Clause 11.3(a) at Lessee's reasonable expense following an Event of Default that has occurred and is continuing.



#### 11.4 Maintenance and Repair

Lessee shall, or shall procure that an Approved Maintenance Performer shall, maintain, overhaul and repair the Aircraft so that at all times during the Term:

- (a) the Aircraft is kept airworthy in all respects and in good operating condition and repair except while the Aircraft is undergoing maintenance, modification or repair required or permitted by this Agreement;
- (b) Lessee has a current and valid certificate of airworthiness (in the appropriate category for the nature of the operations of the Aircraft) for the Aircraft issued by the Aviation Authority except where the Aircraft is undergoing maintenance, modification or repair required or permitted by this Agreement, and Lessee will from time to time provide to Lessor and Owner Participant a copy thereof within ten (10) days of Lessor's request;
- (c) the Aircraft is maintained in accordance with the Maintenance Program through an Approved Maintenance Performer and in at least the same manner and with at least the same care as is the case with respect to similar aircraft owned, leased or otherwise operated by Lessee or, if the Aircraft is being subleased, the Permitted Sublessee (taken as a whole), and as if Lessee were to retain and continue operating the Aircraft in its fleet after the Termination Date, including maintenance scheduling, modification status and technical condition, and all maintenance to the Airframe, any Engine or any Part required to maintain all warranties applicable to the Aircraft in full force and effect in accordance with their terms;
- (d) the Aircraft complies with all Regulations, Mandatory Orders and Airworthiness Directives having a compliance date during the Term regardless of upon whom such requirements are imposed;
- (e) Lessee and the Aircraft are each in compliance with any other applicable Regulation which relates to the maintenance, condition, use or operation of the Aircraft or requires any modification or alteration to the Aircraft, any Engine or Part regardless of upon whom such requirements are imposed; and
- (f) any replacement of an Engine or Part in the course of maintenance is in accordance with Clause 12 (*Replacement and Interchange of Engines and Parts*).

#### 11.5 Maintenance Program

- (a) Lessee shall at all times ensure that the Aircraft is subject to a maintenance program which is approved by the Aviation Authority and based on the Manufacturer's Maintenance Planning Document (the "**Maintenance Program**").
- (b) Upon Lessor's request, Lessee shall furnish to Lessor a copy of the then most current version of the preamble and matrix from the Maintenance Program.

#### 11.6 Engine Health Monitoring; Electronic Information.

In the event Lessee elects to participate in the Engine Manufacturer's Health Monitoring Program, Lessee will not object if Lessor seeks access from the Engine Manufacturer to its reports or data relating to the Engines, provided there is no cost to Lessee. In addition, if Lessee subscribes to

the Airframe Manufacturer's on-line electronic information database and maintains on that system an updated record of the aircraft service bulletins and other configuration embodiment status and to the extent permissible as a result of future developments by the Airframe Manufacturer, Airworthiness Directives, structural repairs and maintenance planning data compliance status, Lessee will not object if Lessor seeks access to such on-line system with respect to the Aircraft, provided there is no additional cost to Lessee.

## 12. REPLACEMENT AND INTERCHANGE OF ENGINES AND PARTS

### 12.1 Replacement of Engines and Parts

- (a) So long as no Event of Default shall have occurred and be continuing, Lessee shall have the right [REDACTED], on written notice to Lessor, to permanently replace any Engine with a Replacement Engine or replace any Part with a Replacement Part by complying with the terms of Clause 12.6 (*Permanent Replacement of Engines and Parts*). In the case of an Engine replacement, such written notice shall be given to Lessor upon the earlier of (i) at least [REDACTED] except in connection with a Total Loss of an Engine or failure of an Engine to meet the Redelivery Conditions.
- (b) Lessee shall promptly replace or procure the replacement of any Part which has become time, cycle or calendar-expired, lost, stolen, seized, confiscated, destroyed, damaged beyond economic repair, unserviceable or permanently rendered unfit for use, in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*).
- (c) Lessee shall be entitled to install and permit the installation of engines and parts on the Aircraft other than the Engines and Parts **provided that**:
  - (i) a permanent replacement of an Engine or Part shall be in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*);
  - (ii) a temporary replacement of an Engine shall be in accordance with Clause 12.3 (*Installation of other engines*); and
  - (iii) a temporary replacement of a Part shall be in accordance with Clause 12.4 (*Installation of other parts*).

### 12.2 Removed Engines and Parts

Lessee shall be entitled to remove and permit the removal of an Engine or Part from the Aircraft **provided that**:

- (a) any Removed Engine or Removed Part (as the case may be) is promptly replaced in accordance with Clause 12.1 (*Replacement and Interchange of Engines and Parts*); and
- (b) such Removed Engine or Removed Part:
  - (i) is (x) installed on another aircraft in accordance with Clause 12.5 (*Installation of Engines and Parts on Other Aircraft*), (y) properly and safely stored, or (z) in the possession of an Approved Maintenance Performer for repair, maintenance, modification and/or refurbishment in accordance with this Agreement;

- (ii) is kept free of Security Interests (other than Permitted Liens);
  - (iii) continues to be covered by the Insurances; and
  - (iv) remains the property of Lessor unless and until there has been a permanent replacement in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*) and unless and until title to that Replacement Engine or Replacement Part, as applicable, has passed to Lessor pursuant to and in accordance with this Agreement; and
- (c) Lessee complies with Clause 9.8 (*Recognition of Rights*) with respect to any Removed Engine and Removed Part.

Lessee shall ensure that any Removed Engine or Removed Part is reinstalled on the Aircraft or permanently replaced by a Replacement Engine or Replacement Part in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*) by no later than the Termination Date.

### 12.3 Installation of other engines

Lessee may only install and permit the installation of an engine on the Airframe that is not a permanent replacement in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*) if:

- (a) such engine is suitable for operation on the Airframe;
- (b) such engine is owned by or leased or conditionally sold to Lessee or a Permitted Sublessee or in Lessee's or a Permitted Sublessee's possession pursuant to a pooling arrangement; and
- (c) the Insurances for the Aircraft are not adversely affected.

No later than the Termination Date, Lessee shall remove any engine that is not an Engine and replace it with the relevant Removed Engine or a Replacement Engine in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*).

### 12.4 Installation of other parts

Lessee may install and permit the installation of any part on the Aircraft that is not a permanent replacement pursuant to Clause 12.6 (*Permanent Replacement of Engines and Parts*) if:

- (a) [REDACTED];
- (b) [REDACTED]; and
- (c) the Insurances for the Aircraft are not adversely affected.

### 12.5 Installation of Engines and Parts on Other Aircraft

- (a) Lessee shall only be entitled to install or permit the installation of a Removed Engine or Removed Part on another aircraft (the "**Other Aircraft**") if such aircraft is operated by

Lessee or a Permitted Sublessee or a Person that is a party to a pooling arrangement in accordance with Clause 10.4 (*Pooling*) and if:

- (i) such installation will not cause an Event of Default;
  - (ii) subject to Clause 12.6 below, Lessor remains the owner of the Removed Engine or Removed Part unless and until it is permanently replaced pursuant to Clause 12.6 (*Permanent Replacement of Engines and Parts*) and the Removed Engine or Removed Part does not thereby become subject to a Security Interest (other than a Permitted Lien) and remains subject to this Agreement;
  - (iii) neither the provisions of applicable Law nor the terms of any lease, pooling arrangement or other agreement or Security Interest to which the Other Aircraft is subject, (x) prohibit such installation, or (y) require that the Removed Engine or Removed Part become the property of a Person other than Lessor and/or subject to any Security Interest, or (z) will have the effect at any time of divesting or impairing the title and interests of Lessor as owner and lessor of the Removed Engine or Removed Part (or the rights of the Financing Parties under any Security Interest or assignment in respect of the Removed Engine or Removed Part).
- (b) Lessee shall ensure that any Removed Engine or Removed Part is reinstalled on the Aircraft or permanently replaced by a Replacement Engine or Replacement Part in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*) by no later than the Termination Date.

## 12.6 Permanent Replacement of Engines and Parts

- (a) If an Engine is to be permanently replaced in accordance with Clause 12.1(a), Lessee shall procure that good and marketable title to a Replacement Engine free and clear of all Security Interests other than Permitted Liens is conveyed to Lessor and that such Replacement Engine is subject to this Agreement whereupon the Replacement Engine shall be an Engine hereunder and the replaced Engine shall cease to be an Engine and title to the replaced Engine shall vest in Lessee. The parties shall supply to each other all such title documents as the other may reasonably require to evidence and perfect such transfer of title in accordance with all applicable Laws (including the provision if requested by the other party of bills of sale, any amendments or supplements to this Agreement and legal opinions), and where the Cape Town Convention applies, the parties shall procure the prompt registration of the transfers of title at the International Registry.
- (b) Upon installation of a Replacement Part on the Airframe or any Engine, that Replacement Part shall without further act be deemed transferred to and owned by Lessor and subject to this Agreement, and the replaced Part shall be deemed transferred to and owned by Lessee and cease to be a Part hereunder.

## 12.7 Equipment Changes

- (a) Lessee may from time to time make or permit Equipment Changes as it may consider desirable in the proper conduct of its business; provided that each Equipment Change (i) is approved by the Aviation Authority, and (ii) (w) is required by the Aviation Authority

or the FAA, or (x) is a change to or modification of the cabin configuration, the in-flight entertainment system or the Wi-Fi system or connection, or (y) has been approved by Lessor in writing, or (z) does not and will not:

- (i) result in (A) a breach of Lessee's obligations under this Agreement, (B) any expense payable by Lessor or (C) any change in the category or status of the Aircraft for purposes of any laws of the State of Registration or of the Aviation Authority;
  - (ii) materially diminish or impair the value, utility or airworthiness of the Aircraft; or
  - (iii) have a cost in excess of [REDACTED], with such amount to be escalated by [REDACTED] per annum on each anniversary of the Original Delivery Date after the Lease Commencement Date.
- (b) Title to any equipment installed on the Aircraft pursuant to an Equipment Change after the Lease Commencement Date that is owned by Lessee will on installation, without further act, vest in Lessor and shall be a Part subject to this Agreement free and clear of all Security Interests (other than Permitted Liens). Lessee will at its own expense take all such steps and execute, and procure the execution of, all such instruments as Lessor may reasonably require and which are necessary to ensure that title so passes to Lessor according to all applicable Laws.
- (c) So long as no Event of Default has occurred and is continuing, Lessee may remove and retain any Equipment Change to the extent it is severable from the Aircraft and (i) such Equipment Change is not required by a Mandatory Order or an Airworthiness Directive, (ii) such severance will not adversely affect the value, utility, condition or airworthiness of the Aircraft in comparison to its value, utility, condition or airworthiness prior to the installation of such Equipment Change, and (iii) such Equipment Change did not constitute directly or by function a replacement of a Part or Parts installed on the Aircraft on the Original Delivery Date unless the Part or Parts so replaced are reinstalled on the Aircraft. Title to all parts, components, equipment and furnishings comprising any such removed Equipment Change will, on such removal, vest in Lessee free from any claim of Lessor or Security Interest of the Financing Parties and all such parts, components, equipment and furnishings shall cease to be Parts subject to this Agreement. For the avoidance of doubt, Lessee shall be entitled to remove any seats or in-flight entertainment equipment installed by Lessee provided that (i) it is severable from the Aircraft and (ii) Lessee reinstalls the seats and/or in-flight entertainment equipment [REDACTED]

## 12.8 Lessee Title

Following (i) transfer of title of a Replacement Engine or Replacement Part in accordance with Clause 12.6(a) and (b) respectively, or (ii) removal of an Equipment Change in accordance with Clause 12.7(c), title to the replaced Engine or Part or removed Equipment Change will, pass to Lessee on an "AS IS, WHERE IS" basis, without recourse, representation or warranty, except that Lessor shall represent and warrant to Lessee that it has conveyed to Lessee such title to such replaced Engine or Part or Equipment Change as was conveyed to it free and clear of all Lessor Liens, and Lessor will (at Lessee's request and cost) provide such documents as Lessee may reasonably require to evidence and perfect such transfer of title in accordance with all applicable Laws (including the provision, if required, to Lessee of bills of sale), and where the Cape Town

Convention applies, cooperate with the prompt registration of the transfers of title at the International Registry.

### 13. MANUFACTURER'S WARRANTIES

- (a) During the Term, Lessor hereby makes available to Lessee, and authorizes Lessee to exercise, at Lessee's cost, such rights as Lessor may have under any warranty with respect to the Aircraft, any Engine or any Part made by any manufacturer, vendor, sub-contractor or supplier (including compensation for loss of use of the Aircraft during the Term), to the extent that the same have not otherwise been made available to Lessee pursuant to any other agreement; provided, that if an Event of Default has occurred and is continuing, any cash payments in respect of any warranty claim shall be subject to Clause 7.8 (*Retention of Certain Payments*).
- (b) Lessee shall give Lessor and Owner Participant prompt written notice of any warranty claim in respect of the Aircraft which is expected to exceed the Damage Notification Threshold.
- (c) Lessee shall take all steps and execute all documents as are necessary at the end of the Term to ensure that the benefit of any warranties to which this Clause 13 (*Manufacturer's Warranties*) applies and which have not expired is vested in Lessor including all claims thereunder (whether or not perfected and not including any claims relating to Lessee's loss of use and operation of the Aircraft); provided, that in the event Lessee is required to pursue any such claims, Lessee will agree to do so only upon receipt of satisfactory indemnification for costs and expenses from Lessor.

### 14. INDEMNITIES

#### 14.1 General

Lessee agrees to assume liability for (as between itself and the Indemnitees), and to defend and indemnify and hold harmless each of the Indemnitees against any and all Losses (without duplication):

- (a) which may at any time be suffered or incurred by any Indemnatee directly or indirectly as a result of, arising from or connected with the manufacture, ownership, possession, delivery, importation, transportation, pooling, interchange, leasing, subleasing, wet leasing, chartering, storage, registration, insurance, replacement, maintenance, modification, refurbishment, condition, service, repair, overhaul, control, management, use, operation, exportation or redelivery of the Aircraft, any Engine or Part (either in the air or on the ground), whether or not such Losses may be attributable to any defect in the Aircraft, any Engine or any Part or to its design, testing or use or otherwise, and regardless of whether it arises out of or is attributable to any act or omission, negligent or otherwise, of any Indemnatee;
- (b) which arise as a result of the prevention or attempt to prevent the arrest, confiscation, seizure, taking in execution, impounding, forfeiture of the Aircraft or in securing release of the Aircraft, unless the foregoing occurs as a result of a Lessor Lien; or
- (c) which may at any time be suffered or incurred as a consequence of any design, testing, use of any article or material in the Aircraft, any Engine or any Part, including any

defect therein (regardless of whether it is discoverable) or its operation or use constituting an infringement of patent, copyright, trademark, design or other proprietary right,

but excluding any Loss in relation to a particular Indemnitee to the extent that such Loss:

- (i) is attributable to the Gross Negligence or willful misconduct of any Indemnitee; or
- (ii) is attributable to a Lessor Tax or a Lessor Lien; or
- (iii) is, or is in respect of any claim for, a Tax, which shall instead be subject to Clause 20 (*Taxation*); or
- (iv) is attributable to acts or events which occur before the Lease Commencement Date or after the Aircraft has been redelivered to Lessor in compliance with Clause 18 (*Redelivery*) and is no longer subject to this Agreement, unless any such act or event is attributable to an act, omission, event or circumstance which occurred during the Term; or
- (v) is attributable to the breach by any Indemnitee of the Trust Agreement, this Agreement or any other Operative Document or any misrepresentation made herein but excluding any such breach or misrepresentation to the extent it is attributable to or arises out of a breach or misrepresentation by Lessee under any Operative Document; or
- (vi) constitutes the ordinary and usual operating and overhead expenses of an Indemnitee; or
- (vii) arises in respect of any voluntary sale, assignment, conveyance, transfer or other disposition by any Indemnitee of (x) the Aircraft, an Engine or any interest therein that is not a replacement thereof under this Agreement or (y) any interest in the Trust Agreement, this Agreement or any other Operative Document other than a sale, assignment, conveyance, transfer or other disposition as a result of enforcement by Lessor of its rights following an Event of Default;
- (viii) is in respect of any claim for currency indemnification, which shall instead be subject to Clause 7.4 (*Currency Indemnity*);
- (ix) represents or results from any decline in the market value of the Aircraft to the extent such decline arises as a result of circumstances affecting the market value of the aircraft of the same type as the Aircraft generally and does not result from any breach by Lessee of its obligations under this Agreement or any other Operative Document or Equipment Changes permitted hereunder;
- (x) represents or results from a failure of such Indemnitee to realize any anticipated profit other than a Loss which is attributable to the breach by Lessee of its obligations under this Agreement;

- (xi) is a Loss for which Lessor or Owner Participant or any other Indemnatee has expressly agreed to be responsible under any other provision of the Trust Agreement, this Agreement or any other Operative Document;
- (xii) represents or arises out of a claim by the Trust Company or any Financing Party against any Lessor Party or its Affiliates; or
- (xiii) is indemnified against elsewhere in this Agreement or any other Operative Document.

#### 14.2 Notification and Contest

Each Indemnatee intending to claim any amounts from Lessee pursuant to Clause 14.1 (*General*), shall promptly notify Lessee in writing of any matter of which such Indemnatee, has received written notice and for which Lessee is obligated to indemnify under this Clause 14 (each a “**Claim**”); **provided, however**, the delay or failure of such Indemnatee to give notice to Lessee in accordance with this Clause 14.2 (*Notification and Contest*) will not discharge or release Lessee from any of its indemnity obligations under Clause 14.1 (*General*) except, and only to the extent, that such delay or failure prejudices Lessee’s right to defend any such Claim or results in an increase in the amount which Lessee is required to indemnify (in such case to the extent of such increase). Lessor (and/or any other Indemnatee seeking indemnification, as the case may be) and Lessee shall, if and for so long as no Event of Default is continuing, then consult with one another in good faith for a period not exceeding fifteen (15) Business Days in order to determine what action (if any) may reasonably be taken to avoid or mitigate such Claim. Lessee shall pay Lessor’s, or such other Indemnatee’s, reasonable out of pocket expenses (including legal fees) in relation to any such consultation. Following such consultation, Lessee shall have the right to take all reasonable action (on behalf, and, if necessary, in the name, of Lessor and/or such other Indemnatee) in order to resist, defend or settle (provided such settlement is accompanied by payment) any claims by third parties giving rise to such Claim, providing always that the following conditions are met or (as the case may be) complied with:

- (a) Lessor (and/or any other such Indemnatee) shall have received a written acknowledgment from Lessee satisfactory to it (acting reasonably) of Lessee’s responsibility for all expenses, costs, or other Losses incurred by any Indemnatee arising out of or related to the Claim and such contest and if Lessor or relevant Indemnatee is required by law to pay the Claim, Lessee shall comply with its obligation to indemnify Lessor or such Indemnatee in respect thereof;
- (b) no Event of Default has occurred which is continuing;
- (c) such contest will not result in any danger of the sale, forfeiture or loss of, or the creation of any Security Interest (other than any Permitted Lien) on, the Aircraft;
- (d) such contest does not involve any risk of criminal liability or unindemnified civil penalties on the part of Lessor or any other Indemnatee; and
- (e) such contest does not involve, in the sole and absolute discretion of Lessor exercised in good faith, a material risk of a material adverse effect on the business, operations or commercial financial standing of Lessor, any Indemnatee or any Affiliate of any thereof and does not, in the sole and absolute discretion of Lessor, trigger a material risk of impairing Lessor’s, any Indemnatee’s or any Affiliate of any thereof relationship with



local regulators or the status of other open tax matters (for example tax audits or investigations) between Lessor, any Indemnatee or any Affiliate of any thereof and any local taxing authorities.

Where Lessee or its insurers undertake the defense of an Indemnatee with respect to a Claim, no additional legal fees or expenses of such Indemnatee in connection with such defense of such Claim shall be indemnified hereunder unless such fees or expenses were incurred at the request of Lessee or such insurers or were incurred prior to Lessee's assumption of the defense of such Claim; provided that, such Indemnatee shall be entitled to an opinion of counsel (at Lessee's cost), and if in the written opinion of counsel to such Indemnatee an actual or potential material conflict of interest exists such that it is advisable for such Indemnatee to be represented by separate counsel, the reasonable fees and expenses of such separate counsel shall be borne by Lessee. Subject to the requirements of any policy of insurance, any Indemnatee may participate at its own expense in any judicial proceeding controlled by Lessee or an insurer pursuant to the preceding provisions, and such participation shall not constitute a waiver of the indemnification provided in this Clause 14 (*Indemnities*).

#### 14.3 Refunds

Any sums paid by Lessee to Lessor and/or any other Indemnatee in respect of any Claim pursuant to Clauses 14.1 (*General*) and 14.2 (*Notification and Contest*) shall be paid subject to the condition that, in the event that Lessor or such Indemnatee (whichever received the payment) is subsequently reimbursed in respect of that Claim by any other Person, Lessor or such Indemnatee (whichever received the payment) shall promptly pay to Lessee an amount equal to the sum received by Lessor (not to exceed the sum paid to it by Lessee), including any interest on such amount to the extent attributable thereto and actually received by Lessor or such Indemnatee, less any Tax payable by Lessor or such Indemnatee in respect of such reimbursement and less any costs and expenses incurred by Lessor or such Indemnatee in obtaining such reimbursement (to the extent that Lessor or such Indemnatee has not been reimbursed for such costs and expenses by Lessee).

#### 14.4 Subrogation

Upon the payment in full of any indemnity pursuant to this Clause 14 (*Indemnities*) by Lessee, Lessee will be subrogated to any right of the relevant Indemnatee in respect of the matter against which such indemnity has been made (except there will be no subrogation with respect to such Indemnatee's insurance policies or its insurers).

#### 14.5 Duration

The indemnities and obligations contained in this Agreement will continue in full force after the expiration, cancellation or other termination of this Agreement notwithstanding any breach or repudiation of this Agreement by Lessor or Lessee or the termination of the leasing of the Aircraft under this Agreement.

### 15. INSURANCE

#### 15.1 Insurances

- (a) Lessee shall, at its own expense, obtain and maintain the Insurances in full force during the Term and thereafter and, in each case, as required by this Agreement which shall

have such deductibles and be subject to such exclusions as may (in each case) be permitted by this Agreement or as otherwise approved by Lessor (acting reasonably) and with such insurers, brokers and underwriters complying with Clause 15.1(b).

- (b) The Insurances shall be effected either:
- (i) on a direct basis with insurers of recognized standing who normally participate in aviation insurances in the leading international insurance markets and led by reputable underwriter(s) and through brokers of recognized standing; or
  - (ii) with a single insurer or group of insurers who do not meet the requirements of clause (i) above but who effect substantial reinsurance (not less than 90% of the risk) with reinsurers who normally participate in aviation insurances in the leading international insurance markets and through brokers, each of recognized standing.

## 15.2 Requirements

Requirements as to the Insurances are as specified in this Clause 15 (*Insurance*) and in Schedule 5 (*Insurance Requirements*).

## 15.3 Insurance Covenants

Lessee shall:

- (a) comply with the terms and conditions of each policy of the Insurances and any applicable Regulations and not do, consent or agree to any act or omission which:
  - (i) invalidates the Insurances; or
  - (ii) renders void or voidable the whole or any part of any of the Insurances; or
  - (iii) brings any particular insured liability within the scope of an exclusion or exception to the Insurances;

provided that the foregoing shall not prohibit Lessee from operating the Aircraft temporarily in any manner or location in the event of an emergency;

- (b) not, without the prior written consent of Lessor (acting reasonably) take out any insurance or procure any reinsurance in respect of the Aircraft other than those required to be maintained by Lessee under this Agreement unless relating solely to liability insurance, hull total loss, business interruption, profit commission and deductible risk;
- (c) on request, provide to Lessor such documents and information as may be reasonably requested by Lessor (i) in respect of claims made under the insurances or (ii) evidencing payment of Insurance premiums (including daily status updates of payment or non-payment of premiums after issuance of any notice of cancellation for failure to pay premiums until such time as the policy is reinstated);
- (d) if at any time insurance clause AVN 2000A or its successor is endorsed on the policies of Insurance, ensure that the insurance write back clauses AVN 2001A and AVN 2002A

as applicable (or any equivalent clauses) are endorsed on the policies of Insurance required to be maintained under this Agreement and give and comply with all representations, warranties and undertakings required by the insurers or reinsurers in connection with such clauses; and

- (e) provide any other information and assistance in respect of the Insurances which Lessor may from time to time reasonably request.

#### 15.4 **Renewal of Insurances**

Lessee shall commence renewal procedures at least thirty (30) days prior to the expiry of any Insurances, and provide to Lessor and Owner Participant upon written request:

- (a) confirmation of completion of renewal prior to each insurance expiry date; and
- (b) certificates of insurance (and where appropriate certificates of reinsurance), and a brokers' and any reinsurance brokers' letter of undertaking in a form acceptable to Lessor in English, detailing the coverage and confirming the insurers' (and any reinsurers') agreement to the specified insurance requirements of this Agreement within seven (7) days after each renewal date.

#### 15.5 **Failure to Insure**

If Lessee fails to maintain the Insurances in compliance with this Agreement, Lessor will be entitled but not bound (without prejudice to any other rights of Lessor under this Agreement):

- (a) to pay the premiums due or to effect and maintain insurances satisfactory to it or otherwise remedy Lessee's failure in such manner (including, without limitation to effect and maintain an owner's interest policy) as Lessor considers appropriate, and any sums so expended by Lessor will become immediately due and payable by Lessee to Lessor together with interest thereon at the Default Rate, from the date of expenditure by Lessor up to the date of reimbursement by Lessee; and
- (b) at any time while such failure is continuing to require the Aircraft to remain grounded until the failure is remedied to its satisfaction.

#### 15.6 **Continuing Insurance for Indemnity**

Except in case of a Total Loss, for a period ending on the earlier of the two year anniversary of the Termination Date and the next due C Check after the Termination Date, Lessee shall effect and maintain for the benefit of the Indemnitees ongoing product liability and completed operations insurance in respect of the risks and liabilities covered by the insurance required by paragraph 1(d) of Schedule 5 (*Insurance Requirements*). Additionally, if required to provide such insurance pursuant to a transfer in accordance with Clause 21.2 (*Lessor Transfer*) that provides for any transferring Indemnatee to be named as an additional insured, Lessee shall effect and maintain for the benefit of such Indemnitees ongoing product liability and completed operations insurance in respect of the risks and liabilities covered by the insurance required by paragraph 1(d) of Schedule 5 (*Insurance Requirements*) for a period ending on the earlier of the two year anniversary of such transfer and the next due C Check after such transfer.

#### 15.7 **Application of Insurance Proceeds**

As between Lessor and Lessee all insurance proceeds shall be paid in accordance with Schedule 5 (*Insurance Requirements*).

**15.8 AVN 67B**

Lessor confirms that notwithstanding the provisions of this Clause 15 (*Insurance*) and Schedule 5 (*Insurance Requirements*), Lessee shall be entitled to maintain insurance in respect of the Aircraft for the purposes of this Agreement which reflects the then current Lloyds' endorsement AVN 67B or any successor Lloyds' endorsement. In the event that any provision of the then current AVN 67B or any successor Lloyds' endorsement conflicts or is otherwise inconsistent with the requirements of this Clause 15 (*Insurance*) and Schedule 5 (*Insurance Requirements*), then (so long as it shall be general industry practice to insure aircraft financed or leased on the basis of any such endorsement) such conflicting or inconsistent provision of AVN 67B or any successor Lloyds' endorsement (as at the date hereof) shall prevail and such endorsement shall be deemed to satisfy the requirements of this Agreement.

**16. LOSS, DAMAGE AND REQUISITION**

**16.1 Total Loss**

- (a) If a Total Loss of the Aircraft or Airframe occurs during the Term, Lessee shall pay the Agreed Value to Lessor on or prior to the earlier of:
  - (i) [REDACTED] after the Total Loss Date in respect of that Total Loss (subject to Lessor using its commercially reasonable efforts to agree and execute a release agreement in form and substance satisfactory to the relevant insurers and reinsurers); and
  - (ii) [REDACTED] after the date of receipt of insurance proceeds in respect of that Total Loss.
- (b) Subject to the rights of any insurers and reinsurers or other third parties, upon irrevocable payment in full to Lessor of the Agreed Value and all other amounts which may be or become payable to Lessor under this Agreement, Lessor shall transfer to Lessee all of Lessor's right, title and interest in and to the Aircraft including any Engines and Parts not installed when the Total Loss occurred, on an "AS IS, WHERE IS" basis and without recourse, representation or warranty (except a representation and warranty that Lessor is transferring such title to the Aircraft as the transferee from the Airframe Manufacturer received from the Airframe Manufacturer free from all Lessor Liens), and Lessor shall provide such documents as Lessee may reasonably require to evidence and perfect such transfer of title in accordance with all applicable Laws (including the provision, if required, to Lessee of bills of sale and removal of any International Interests created by this Agreement from the International Registry).
- (c) Upon a Total Loss of any Engine not involving a Total Loss of the Airframe, Lessee shall give Lessor and Owner Participant prompt written notice thereof, and Lessee shall replace the Engine that suffered the Total Loss by procuring that title to a Replacement Engine is conveyed to Lessor in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*) as soon as practicable, but in any event, within [REDACTED] of the Total Loss Date in respect of such Total Loss.

## 16.2 Requisition

- (a) During any requisition for use or hire of the Aircraft, any Engine or any Part which does not constitute a Total Loss:
  - (i) the Rent and other amounts payable under this Agreement will not be suspended or abated either in whole or in part, and Lessee will not be released from any of its other obligations under the Agreement (other than operational obligations with which Lessee is unable to comply solely by virtue of the requisition);
  - (ii) so long as no Event of Default has occurred and is continuing, Lessee shall be entitled to any rent or fees paid by the requisitioning authority in respect of the Term;
  - (iii) Lessee shall, as soon as practicable after the end of any such requisition, cause the Aircraft to be put into the condition required by this Agreement; and
  - (iv) Lessor shall be entitled to all compensation payable by the requisitioning authority in respect of any change in the structure, state or condition of the Aircraft arising during the period of requisition, and Lessor shall apply such compensation in reimbursing Lessee for the cost of complying with its obligations under this Agreement in respect of any such change, provided that, if any Event of Default has occurred and is continuing, Lessor may apply the compensation in or towards settlement of any amounts owing by Lessee under this Agreement.

## 17. DISCLAIMERS

**LESSOR AND LESSEE AGREE THAT THE DISCLAIMERS, WAIVERS AND CONFIRMATIONS SET FORTH IN CLAUSES 17.1 (EXCLUSION) TO 17.5 (CONFIRMATION) SHALL APPLY AT ALL TIMES.**

### 17.1 Exclusion

THE AIRCRAFT HAS BEEN LEASED HEREUNDER "AS IS, WHERE IS", AND LESSEE AGREES AND ACKNOWLEDGES THAT:

- (a) LESSOR AND THE OTHER INDEMNITEES WILL HAVE NO LIABILITY IN RELATION TO, AND NEITHER LESSOR NOR ANY OTHER INDEMNITEE HAS MADE OR GIVEN NOR WILL BE DEEMED TO HAVE MADE OR GIVEN (WHETHER BY VIRTUE OF HAVING DONE OR FAILED TO DO ANY ACT, OR HAVING ACQUIRED OR FAILED TO ACQUIRE ANY STATUS UNDER OR IN RELATION TO THIS AGREEMENT OR OTHERWISE), ANY WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO, THE AIRCRAFT OR ANY ENGINE OR PART UNDER THIS AGREEMENT INCLUDING THE TITLE, DESCRIPTION, AIRWORTHINESS, COMPLIANCE WITH SPECIFICATIONS, OPERATION, MERCHANTABILITY, QUALITY, FREEDOM FROM INFRINGEMENT OF PATENT OR OTHER PROPRIETARY RIGHTS, THE ACCURACY, VALIDITY, TRACEABILITY OR COMPLETENESS OF ANY AIRCRAFT DOCUMENTS, THE FITNESS FOR ANY PARTICULAR USE OR PURPOSE, VALUE, DURABILITY, CONDITION, OR

DESIGN, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP, THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, OR AS TO ANY OTHER MATTER WHATSOEVER, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY ARISING FROM A COURSE OF PERFORMANCE OR DEALING OR USAGE OR TRADE) WITH RESPECT TO THE AIRCRAFT, ANY ENGINE OR ANY PART OR ANY SERVICES PROVIDED BY LESSOR OR OWNER PARTICIPANT UNDER THIS AGREEMENT; PROVIDED THAT THIS CLAUSE A SHALL NOT APPLY TO LESSOR'S REPRESENTATION AND WARRANTY SET FORTH IN CLAUSE 2(vii) OF SCHEDULE 2; AND

- (b) NEITHER LESSOR NOR ANY OTHER INDEMNITEE SHALL HAVE ANY OBLIGATION OR LIABILITY WHATSOEVER TO LESSEE (WHETHER ARISING IN CONTRACT OR IN TORT, AND WHETHER ARISING BY REFERENCE TO NEGLIGENCE OR STRICT LIABILITY OR OTHERWISE) FOR:
  - (i) ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE AIRCRAFT OR ANY ENGINE OR BY ANY INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN OR BY ANY OTHER CIRCUMSTANCE IN CONNECTION THEREWITH;
  - (ii) THE USE, OPERATION OR PERFORMANCE OF THE AIRCRAFT OR ANY RISKS RELATING THERETO;
  - (iii) ANY INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATED PROFITS OR ANY OTHER DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE; OR
  - (iv) THE DELIVERY, OPERATION, SERVICING, MAINTENANCE, REPAIR, IMPROVEMENT OR REPLACEMENT OF THE AIRCRAFT, ANY ENGINE OR ANY PART.

## 17.2 Waiver

LESSEE HEREBY WAIVES, AS BETWEEN ITSELF AND LESSOR AND EACH OTHER INDEMNITEE, ALL ITS RIGHTS IN RESPECT OF ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, ON THE PART OF LESSOR OR ANY OTHER INDEMNITEE AND ALL CLAIMS AGAINST LESSOR AND ANY OTHER INDEMNITEE HOWSOEVER AND WHENEVER ARISING AT ANY TIME IN RESPECT OF OR OUT OF THE MATTERS EXPRESSLY WAIVED IN CLAUSE 17.1 (*EXCLUSION*). LESSEE FURTHER AGREES THAT, SUBJECT TO CLAUSES 7.3(c) AND 7.3(e) HEREOF, ITS ONLY RIGHT WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS AGREEMENT IS TO MAKE A CLAIM AGAINST LESSOR FOR ACTUAL DAMAGES RESULTING DIRECTLY THEREFROM. LESSEE HEREBY WAIVES ANY AND ALL OTHER RIGHTS OR REMEDIES IT MAY HAVE UNDER ARTICLE 2A OF THE UCC (INCLUDING WITHOUT LIMITATION 2A-211, 2A-406 AND 2A-508 THROUGH 2A-522) AS IN EFFECT IN THE STATE OF NEW YORK, OR OTHERWISE.

**17.3 Disclaimer of Consequential Damages**

EACH PARTY HEREBY AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, IT SHALL NOT BE ENTITLED TO RECEIVE AND HEREBY DISCLAIMS AND WAIVES ANY RIGHT THAT IT MAY OTHERWISE HAVE TO RECOVER LOST PROFITS, LOST REVENUE OR OTHER CONSEQUENTIAL, SPECIAL INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES AS A RESULT OF ANY BREACH OR ALLEGED BREACH BY ANY OTHER PARTY OF ANY OF THE AGREEMENTS CONTAINED IN THIS AGREEMENT OR THE OTHER OPERATIVE DOCUMENTS.

**17.4 No Duties**

LESSEE ACKNOWLEDGES AND AGREES THAT LESSOR HAS NO FIDUCIARY OR OTHER DUTIES TO LESSEE WHATSOEVER, AND THAT LESSOR'S ONLY OBLIGATIONS TO LESSEE ARE THOSE OBLIGATIONS EXPRESSLY SET FORTH HEREIN.

**17.5 Confirmation**

LESSEE CONFIRMS THAT IT IS FULLY AWARE OF THE PROVISIONS OF THIS CLAUSE 17 (*DISCLAIMERS*) AND ACKNOWLEDGES THAT RENT AND OTHER AMOUNTS PAYABLE UNDER THIS AGREEMENT HAVE BEEN CALCULATED TAKING ITS PROVISIONS INTO ACCOUNT.

**18. REDELIVERY**

**18.1 Redelivery**

- (a) On the Required Redelivery Date, Lessee shall (unless a Total Loss has occurred) redeliver the Aircraft and Aircraft Documents (which shall include each of the documents referred to in Schedule 7 (*Aircraft Documents at Redelivery*)) to Lessor at Lessee's expense at the Redelivery Location in accordance with the procedures, and in compliance with the conditions set forth, in Schedule 8 (*Redelivery Conditions*).
- (b) Lessee shall, at the request of Lessor, promptly assist Lessor in taking all steps necessary to remove this Agreement from the registry of the Aviation Authority and effecting deregistration of the Aircraft and its export from the country where the Aircraft is situated and taking any other steps necessary to enable the Aircraft to be redelivered to Lessor in accordance with this Agreement.
- (c) On the Redelivery Date, Lessee shall pay to Lessor the Redelivery Maintenance Payment due and owing pursuant to and calculated in accordance with Part B of Schedule 4 (*Redelivery Maintenance Payment*). For the avoidance of doubt, no Redelivery Maintenance Payment is payable in the event of an Aircraft or Airframe Total Loss.
- (d) [REDACTED]

**18.2 Non-Compliance**

- (a) If on the Required Redelivery Date, the condition of the Aircraft does not comply with this Agreement (regardless of the circumstance), then:
  - (i) Lessee shall rectify the non-compliance and/or compensate Lessor as contemplated by Schedule 8 (*Redelivery Conditions*) and to the extent that the non-compliance (including failure to pay any sum in lieu of compliance as permitted by the terms of Schedule 8 (*Redelivery Conditions*)) extends beyond the Expiry Date, the Term will be automatically extended solely for the purpose of enabling such non-compliance to be rectified;
  - (ii) Lessee shall not use the Aircraft in flight operations except such operations directly related to the redelivery of the Aircraft to Lessor;
  - (iii) all Lessee's obligations and covenants under this Agreement will remain in full force until Lessee so redelivers the Aircraft; and
  - (iv) [REDACTED]
- (b) If on the Required Redelivery Date, the condition of the Aircraft does not comply with this Agreement (regardless of the circumstance), then Lessor may elect (either on first tender of the Aircraft for redelivery or at any time during a period of extension pursuant to Clause 18.2(a)(i)) to accept redelivery of the Aircraft notwithstanding non-compliance with Clause 18.1 (*Redelivery*) or Schedule 8 (*Redelivery Conditions*), in which case Lessee shall pay Lessor its reasonable and documented costs of putting the Aircraft into the condition required by this Agreement. Any discrepancies between the condition of the Aircraft and Aircraft Documents and the Redelivery Conditions resolved by payment of compensation pursuant to the third paragraph of Schedule 8 (*Redelivery Conditions*) or Clause I of Schedule 8 (*Redelivery Conditions*) shall not constitute non-compliance for purposes of this Clause.

### 18.3 Export Documents

After redelivery of the Aircraft, and if requested by Lessor and subject to Lessor's cooperation therewith, Lessee shall provide to Lessor, at Lessee's cost and expense, all documents necessary to export the Aircraft from the State of Registration (including, without limitation, a valid and subsisting (x) export license, and (y) if provided by the State of Registration, an export certificate of airworthiness for the Aircraft,) required in relation to the deregistration of the Aircraft with the Aviation Authority or the re-registration of the Aircraft with another aviation authority.

### 18.4 Acceptance and Acknowledgement

When the Aircraft complies with the conditions set forth in Schedule 8 (*Redelivery Conditions*) to be complied with before redelivery and Lessee tenders the Aircraft to Lessor at the redelivery location, Lessor shall accept redelivery and Lessor shall deliver to Lessee the Redelivery Acceptance Certificate confirming that Lessee has redelivered the Aircraft to Lessor in accordance with this Agreement; [REDACTED]

### 18.5 Cooperation with Remarketing

During the [REDACTED] immediately preceding the Expiry Date, Lessee shall co-operate in all reasonable respects with the efforts of Lessor to lease or sell the Aircraft, including, without



limitation, permitting potential lessees or purchasers to inspect the Aircraft and the records relating thereto **provided** that the same shall not interfere with Lessee's use or maintenance of the Aircraft or require Lessee to incur out-of-pocket expenses for which it is not reimbursed and Lessor shall use commercially reasonable efforts to minimize the number and frequency of such inspections.

## 19. EVENTS OF DEFAULT

### 19.1 Events

Each of the following events will constitute an Event of Default, a "default" under the Cape Town Convention and a breach of this Agreement by Lessee:

- (a) **Non-payment:** Lessee fails to make any payment of Rent under this Agreement within [REDACTED] after such payment is due, or Lessee fails to make any other payment when due hereunder within [REDACTED] after Lessee receives written notice that such payment is due and has not been paid in accordance with the terms hereof; or
- (b) [REDACTED]
- (c) **Insurance:**
  - (i) Lessee fails to maintain or cause to be maintained the Insurances as required by Clause 15 (*Insurance*) or Schedule 5 (*Insurance Requirements*); or
  - (ii) A notice of cancellation is given in respect of any Insurances required by Clause 15 (*Insurance*) or Schedule 5 (*Insurance Requirements*) and the same is not renewed or replaced in satisfaction of the requirements of Clause 15 (*Insurance*) or Schedule 5 (*Insurance Requirements*) at least two (2) Business Days prior to such cancellation, *provided that* it shall not constitute an Event of Default under this sub-clause (c) if:
    - (A) any failure by Lessee to comply with the terms of Clause 15 (*Insurance*) or Schedule 5 (*Insurance Requirements*) for reasons other than any act or omission of Lessee (including but not limited to failure to pay any premium for, or to comply with any other condition of, such insurances);
    - (B) the cancellation of the insurances is part of a wider program of cancellations by the insurer as a result of an event or series of events affecting the aviation insurance market generally;
    - (C) the Aircraft is grounded for the period for which such insurances are not in place;
    - (D) the Aircraft continues to be covered by ground risk insurance (for at least the Agreed Value) approved by Lessor (acting reasonably);
    - (E) Lessee continues to maintain legal liability insurances to the extent available with a minimum liability coverage of \$300,000,000 or such lower amount as approved by Lessor (acting reasonably); and
    - (F) as soon as such cover becomes generally available in the aviation insurance market, Lessee effects replacement insurances complying with

the requirements of Clause 15 (*Insurance*) and Schedule 5 (*Insurance Requirements*).

(iii) [REDACTED]

(d) **Breach:** Lessee fails to comply with any other provision of this Agreement or any other Operative Document (other than the Prior Lease) and such failure continues for [REDACTED] after written notice from Lessor to Lessee; provided, that Lessee shall have an additional [REDACTED] to remedy such failure if such breach is capable of remedy and Lessee is diligently seeking to rectify the breach; or

(e) **Representation:** any representation or warranty made by Lessee in or pursuant to this Agreement or any other Operative Document (other than the Prior Lease) is or proves to have been incorrect in any material respect when made or deemed made and such incorrectness has a materially adverse effect on the rights or interests of Lessor or the ability of Lessee to perform its obligations hereunder and the circumstances giving rise to the breach of such representation or warranty are not remedied to Lessor's satisfaction within [REDACTED] after notice to Lessee from Lessor requiring such remedy; provided that Lessee shall have an additional [REDACTED] to remedy such breach if the breach is capable of remedy and Lessee is diligently seeking to remedy the breach; or

(f) **Cross-Default:** any Companion Agreement Event of Default occurs and is continuing; or

(g) **Authorizations:**

(i) any authorization required by Lessee to authorize, or required in connection with, the execution, delivery, validity, enforceability or admissibility in evidence of this Agreement or the performance by Lessee of its obligations under this Agreement; or

(ii) the registration of the Aircraft or the Aircraft's certificate of airworthiness; or

(iii) any airline license or air transport license required by Lessee;

is withheld, or is revoked, suspended, cancelled, withdrawn, terminated or not renewed, or otherwise ceases to be in full force and is not, as applicable, restored, replaced, returned, re-granted or renewed within [REDACTED]; provided that in the case of any consent, authorization, license, certificate, approval, registration or declaration necessary to enable Lessee to operate as a commercial air carrier, the Aircraft is not operated by Lessee until the circumstances are so remedied; or

(h) **Insolvency:**

Other than in respect of the Bankruptcy Cases, Lessee is, or is deemed for the purposes of any relevant Law to be, unable to pay its debts as they fall due or to be insolvent, or admits in writing its inability to pay its debts generally as they fall due.

(i) **Liquidation and Similar Proceedings:** Other than in respect of the Bankruptcy Cases:

- (i) [REDACTED], any order (including an order for relief) is made or resolution passed or petition filed for any such composition, assignment, arrangement, rehabilitation, administration (whether out of court or otherwise), custodianship, reorganization, liquidation, dissolution or insolvency or bankruptcy proceedings, or Lessee becomes subject to or enters into any of the foregoing; provided that if a creditor of Lessee files an involuntary petition for Lessee's bankruptcy or liquidation, such petition has been in effect and unstayed for at least [REDACTED]; or
- (ii) any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, examiner or similar officer (in each case, whether out of court or otherwise) is appointed, or an assignment for the benefit of creditors is made, or an order for relief under the bankruptcy laws of any jurisdiction is requested by Lessee and granted or entered, in respect of Lessee or any of its assets; or
- (iii) an administrative or other receiver or manager or other insolvency officer (in each case, whether out of court or otherwise) is appointed at the request of Lessee in respect of Lessee or any material part of its assets; or
- (iv) an involuntary case or proceeding is commenced in a court of competent jurisdiction against Lessee seeking liquidation, reorganization, control, supervision or other relief with respect to Lessee or its debts under any insolvency law or seeking the appointment of a trustee, examiner, liquidator, administrator, receiver, custodian or similar official of Lessee or any material part of the business or assets of Lessee and such involuntary case or other proceeding shall remain un-dismissed and un-stayed for a period of [REDACTED].
- (j) **Other Jurisdiction:** there occurs in relation to Lessee any event in any jurisdiction which corresponds with any of the events mentioned in Clause 19.1(i), other than in respect of the Bankruptcy Cases; or
- (k) **Rights and Remedies:** Lessee or any other Person lawfully claiming by or through Lessee successfully challenges the existence, validity, enforceability or priority of the rights of Lessor as owner or lessor of the Aircraft or the Financing Parties under any Security Interest or assignment in respect of the Aircraft or of this Agreement.

Notwithstanding anything herein to the contrary, Lessor agrees that the existence or continuance of the Bankruptcy Cases shall not be considered as an Event of Default for the purposes of this Clause 19.1 of this Agreement.

## 19.2 Lessor's Rights

- (a) **Lessor Rights and Remedies:** If an Event of Default occurs and for so long as it continues, Lessor may at its option (and without prejudice to any of its other rights or remedies under this Agreement or available under applicable Law, including under the Cape Town Convention as adopted and implemented in the State of Registration, including, all rights and remedies under Chapter III of the Cape Town Convention and Chapter II of the Protocol as adopted and implemented in the State of Registration), at

any time thereafter while such Event of Default is continuing (and subject to compliance with any mandatory requirement of applicable Law then in effect):

- (i) by notice to Lessee and with immediate effect, terminate or cancel the leasing of the Aircraft or, if such leasing has not yet commenced, terminate or cancel Lessor's obligations under this Agreement (but, in each case, without prejudice to any continuing obligations of Lessee under this Agreement (including to provide Insurance, maintain and repair the Aircraft and/or redeliver the Aircraft at the location and in the condition required hereunder)), whereupon all rights of Lessee under this Agreement shall cease; and/or
- (ii) prohibit Lessee from removing any Engine, Part or Equipment Change from the Aircraft without the prior written consent of Lessor or on such terms and conditions as Lessor may provide in writing to Lessee (the right to issue such prohibition order contained in this Clause 19.2(a)(ii) shall be exercisable by written notice from Lessor to Lessee while an Event of Default is continuing and such prohibition order shall cease automatically once all Events of Default have been cured); and/or
- (iii) proceed by appropriate court action or actions to enforce performance of this Agreement and/or to recover damages for the breach of this Agreement; and/or
- (iv) either:
  - (x) to the extent permitted by Law take possession of the Aircraft, for which purpose and to the extent permitted by Law, Lessor may enter any premises belonging to or in the occupation of or under the control of Lessee where the Aircraft may be located, or cause the Aircraft to be redelivered to Lessor at the Redelivery Location (or such other location as Lessor may require), and Lessor is hereby irrevocably by way of security for Lessee's obligations under this Agreement appointed attorney for Lessee in causing the redelivery or in directing the pilots of Lessee or other pilots to fly the Aircraft to that airport and will have all the powers and authorizations necessary for taking that action; or
  - (y) require Lessee to redeliver the Aircraft to Lessor at the Redelivery Location [REDACTED];

provided that, irrespective of which remedy or remedies Lessor pursues, Lessee shall not be relieved of its obligations under Clause 18 (*Redelivery*).

[REDACTED]

- (b) **Sale or Re-Lease of Aircraft:** If an Event of Default occurs and the leasing of the Aircraft hereunder is terminated, Lessor may sell or re-lease or otherwise deal with the Aircraft at such time and in such manner as Lessor considers appropriate in its sole discretion, free and clear of any interest of Lessee, as if this Agreement had never been entered into.
- (c) **Deregistration/Removal of Lease from Registry:** If an Event of Default occurs and for so long as it continues and the leasing of the Aircraft hereunder has been terminated,

Lessor may, to the extent permitted by applicable law and regulations, and Lessee shall at the request of Lessor promptly assist Lessor to, take all steps necessary to remove this Agreement from the registry of the Aviation Authority and to effect deregistration of the Aircraft and its export from the country where the Aircraft is for the time being situated and any other steps necessary to enable the Aircraft to be redelivered to and re-leased or sold by Lessor in accordance with this Agreement.

- (d) **Payments:** If an Event of Default occurs, Lessor may require that Lessee pay to Lessor, and Lessee shall be liable for and immediately pay to Lessor, and Lessor may proceed by appropriate court action or actions to recover, any or all of the following amounts:

[REDACTED]

- (e) **Interest:** Require Lessee to pay, and Lessee shall pay to Lessor, interest on all unpaid amounts at the Default Rate, from the due date until the date of payment in full.
- (f) **Security Deposit:** Apply (and/or draw under the Letter of Credit and apply) an amount equal to all or part of the Security Deposit to any amounts owing or to be owing to Lessor under this Agreement.
- (g) **No Exclusive Remedy:** No remedy referred to in this Clause 19.2 (*Lessor's Rights*) is intended to be exclusive, but, to the extent permissible under this Agreement or under applicable Law and provided that there shall be no duplication, each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity or under the Cape Town Convention and in Lessor's sole and absolute discretion; and the exercise by Lessor of any one or more of such remedies shall not preclude the simultaneous or later exercise by Lessor of any or all of such other remedies. No waiver by Lessor of any Event of Default shall in any way be, or be construed to be, a waiver of any future subsequent Event of Default.

### 19.3 Lessor's Right To Remedy

Following the occurrence of an Event of Default, Lessor may, without being in any way obliged to do so or responsible for so doing and without prejudice to the ability of Lessor to treat such non-compliance as an Event of Default, effect compliance on behalf of Lessee, whereupon Lessee shall become liable to pay immediately any sums expended by Lessor together with all costs and expenses (including legal costs) in connection with the non-compliance.

### 19.4 Mitigation

Lessor shall use commercially reasonable efforts to mitigate any of its losses, costs or expenses for which Lessee is liable under this Clause 19 (*Events of Default*), provided that Lessor shall not be obliged to take any step that, in its reasonable opinion, is likely to prejudice Lessor nor is Lessor obliged to achieve any particular result from taking any steps under this Clause 19.4 (*Mitigation*).

### 19.5 Illegality

- (a) If at any time there is a Change in Law binding upon Lessee or Lessor in its jurisdiction of incorporation or where it has its principal office or in any jurisdiction in which any action is required to be performed by it for the purposes of any Operative Document

which renders, or which will render, it unlawful for (x) Lessee to perform any of its material obligations or to exercise any of its material rights under any Operative Document or (y) Lessor to lease the Aircraft to Lessee or perform its quiet enjoyment obligation or any payment obligation hereunder (an “**Illegality Event**”), Lessor or Lessee (as the case may be) shall forthwith provide written notice of the Illegality Event to the other party.

- (b) Lessor and Lessee shall, for a period of [REDACTED] from the date of such notice, or such shorter period ending on the Business Day prior to the date on which such Illegality Event takes place, negotiate in good faith to mitigate the effects of such Illegality Event with a view to restructuring the transaction in a manner such that the leasing of the Aircraft to Lessee may continue on the same commercial terms as under the Operative Documents, including, without limitation, by way of amendment, novation or replacement to any Operative Document.
- (c) If Lessor and Lessee are unable to restructure the transaction as contemplated in Clause 19.5(b) within the time period set forth therein, either party may by notice in writing to the other party terminate the leasing of the Aircraft under this Agreement, such termination to take effect on the latest date on which the relevant party may continue to perform such obligations or be a party to such document without being in breach of applicable Laws or regulations, whereupon [REDACTED]
- (d) Lessor and Lessee shall bear their own costs and expenses arising out of any negotiations or restructuring pursuant to this Clause 19.5 (*Illegality*).

## 20. TAXATION

### 20.1 Gross-up

- (a) All payments by Lessee under or in connection with this Agreement shall be made without set-off or counterclaim, free and clear of and without deduction for or on account of all Taxes unless Lessee is required by Law to make any such deduction or withholding.
- (b) All Taxes (other than Lessor Taxes) in respect of payments under this Agreement shall be for the account of Lessee and shall be paid by Lessee within the period for payment permitted by Law.
- (c) If any Taxes are required to be deducted or withheld from any amount payable hereunder, Lessee shall:
  - (i) if such Tax is not a Lessor Tax, pay such additional amounts, in the same currency as such payment as may be necessary in order that the amount of such payment received on the date of such payment, after deduction or withholding for all such Taxes (including any deduction or withholding with respect to such additional amount), will be equal to the amount that such Tax Indemnitee would have received if such Taxes had not been deducted or withheld;
  - (ii) pay to the relevant authority within the period for payment permitted by applicable Laws the amount necessary to comply with its legal obligations in respect of such deduction or withholding; and

- (iii) furnish to each Tax Indemnatee evidence of payment to the relevant authority of all amounts deducted or withheld as aforesaid, which evidence may be provided by certification of such payment by a responsible officer of Lessee if it is not possible to obtain a receipt from the relevant Tax authority.
- (d) If any payment is made by Lessee under Clause 20.1(c) or Clause 20.3, and a Tax Indemnatee in good faith determines that it has actually received a credit against, or relief or remission for, or repayment or a refund of, any Tax paid or payable by such Tax Indemnatee in respect of or calculated with reference to Taxes or deduction or withholding giving rise to such payment, such Tax Indemnatee shall, to the extent that it can do so without prejudice to the retention of the amount of such credit, relief, remission or repayment and without leaving such Tax Indemnatee in any worse position than that in which it would have been had such deduction or withholding not been required to be made, pay to Lessee such amount as such Tax Indemnatee shall in good faith have determined to be attributable to the relevant Taxes, deduction or withholding.

Nothing in this Clause 20.1(d) shall:

- (i) interfere with the right of Lessor to arrange its tax affairs in whatever manner it thinks fit and, in particular, but without limitation, Lessor shall not be under any obligation to claim credit, relief, remission or repayment from or against its corporate profits or similar Tax liability in respect of the amount of any such deduction or withholding in priority to any other claims, reliefs, credits or deductions available to Lessor; or
- (ii) oblige Lessor to disclose any information relating to its Tax affairs or any computations in respect thereof.

## 20.2 **Covenant to Pay Taxes**

Lessee shall promptly pay when due:

- (a) all Taxes (other than Lessor Taxes) imposed by any Government Entity with respect to the Aircraft, including without limitation the ownership, presence, delivery, leasing, possession, use, operation, maintenance, storage, registration, redelivery, import, export, sale or other disposition of the Aircraft; and
- (b) all Taxes (other than Lessor Taxes) in respect of any premises where the Aircraft, any Engine or any Part thereof is located from time to time,

except to the extent that such payment is being contested in good faith by appropriate proceedings, in respect of which adequate resources have been provided by Lessee and non-payment of which does not (in Lessor's opinion, acting reasonably) give rise to any material risk of the Aircraft or any interest therein being sold, forfeited or otherwise lost or any risk of criminal liability on the part of Lessor, Owner Participant or any Financing Party.

## 20.3 **Tax Indemnity**

- (a) Lessee agrees to be liable for, and to indemnify and hold harmless each Tax Indemnatee against all Taxes (other than Lessor Taxes) levied or imposed against or upon any Tax Indemnatee or Lessee or the Aircraft and relating to or attributable to Lessee, this

Agreement, or the Aircraft or directly or indirectly in connection with the possession, delivery, purchase, sale, transfer, location, existence, importation, transportation, pooling, interchange, leasing, subleasing, wet leasing, chartering, storage, registration, insurance, replacement, maintenance, modification, refurbishment, condition, service, repair, overhaul, control, management, ownership, presence, use, operation, exportation or redelivery of the Aircraft, any Engine or any Part or any part thereof or any rent, receipts, insurance proceeds, income or other amounts arising therefrom, or the making of any Equipment Change.

- (b) The provisions of Clause 20.3(a) shall not apply to, and Lessee shall have no liability to any Tax Indemnatee in respect of, any Tax to the extent that such Tax (a “**Lessor Tax**”):
- (i) arises solely as a result of the Gross Negligence or willful misconduct any Tax Indemnatee; or
  - (ii) is imposed as a result of a Lessor Lien; or
  - (iii) is imposed with respect to any period commencing or event occurring before the Aircraft has been delivered to Lessee or after the Aircraft has been redelivered to Lessor and is no longer subject to this Agreement unless such Tax is attributable to any act, omission, event or circumstance which occurred during the Term and would not have constituted a “Lessor Tax” had it arisen during the Term; or
  - (iv) arises solely from the breach by any Tax Indemnatee of this Agreement but excluding any such breach which is attributable to or arises out of any breach by Lessee of this Agreement or any Event of Default; or
  - (v) is imposed as a result of any connection between that Tax Indemnatee and the jurisdiction imposing the Tax that is unrelated to the transactions contemplated by this Agreement or the use or operation of the Aircraft by Lessee or any Permitted Sublessee, or the location or registration of the Aircraft by Lessee or any Permitted Sublessee; or
  - (vi) is imposed or levied on or measured by or with respect to the net income, profits, capital gains, capital, net worth or franchise tax of any Tax Indemnatee by any Government Entity in [the United States of America or Ireland or] any jurisdiction where any Tax Indemnatee (x) is organized or incorporated, (y) is a resident under the Law of that jurisdiction for Tax purposes or (z) has a principal place of business, but excluding any Tax imposed by any government or taxing authority of any jurisdiction if and to the extent that such Tax results from the use, operation, presence or registration of the Aircraft, the Airframe, any Engine or any Part in the jurisdiction imposing the Tax; or
  - (vii) is imposed in connection with the sale, transfer, assignment (whether legal or equitable) or other disposition by any Tax Indemnatee or Lessor Party of any or all of its rights, title and interest in or with respect to the Aircraft, the Airframe, any Engine or any Part or the Trust Agreement, this Agreement or any other Operative Document except in the case of a sale, transfer, assignment or disposition arises resulting from an Event of Default or following a Total Loss; or



- (viii) is imposed on such Tax Indemnitee due to the failure of any Tax Indemnitee to file any relevant tax return or tax computation that such Tax Indemnitee was obliged to file by the applicable law in its jurisdiction of organization unless relating to a Tax otherwise indemnified pursuant to this Clause 20.3 (*Tax Indemnitee*) and imposed as a result of Lessee's breach of Clause 20.3(c); or
  - (ix) is imposed on such Tax Indemnitee with respect to its employees or independent contractors; or
  - (x) results from a change by any Tax Indemnitee or Lessor Party of its principal place of business, participating office, jurisdiction of organization or tax residence; or
  - (xi) is imposed on or payable by any Tax Indemnitee that would not have been imposed or payable but for the existence of the Financing Documents except Taxes imposed as a result of (A) the gross negligence or willful misconduct of Lessee or any other user of the Aircraft or (B) a breach by Lessee of any of its representations or covenants under this Agreement.
- (c) Lessee will provide each Tax Indemnitee such information as may reasonably be requested by such Tax Indemnitee to enable it to fulfill its Tax filing or other information reporting requirements with respect to the transactions contemplated by this Agreement. If any report, return or statement is required to be made with respect to any Tax which is subject to indemnification under this Clause 20.3 (*Tax Indemnitee*), Lessee will promptly notify Lessor and Owner Participant of the requirement, and:
- (i) if permitted by applicable Law, make and file in a timely manner such report, return or statement (except for any report, return or statement that Lessor has notified Lessee that Lessor or any other Tax Indemnitee intends to prepare and file), prepare such return in such manner as will indicate Lessor (or Owner Participant as beneficial owner if applicable) as owner and lessor of the Aircraft if required or appropriate, and provide Lessor and Owner Participant upon request with a copy of each such report, return or statement filed by Lessee, or
  - (ii) if Lessee is not permitted by applicable Law to file any such report, return or statement, Lessee will prepare and deliver to Lessor and Owner Participant a proposed form of such report, return or statement within a reasonable time prior to the time such report, return or statement is to be filed.

#### 20.4 Notice and Contest Rights

- (a) If a written notice of any claim is made against any Tax Indemnitee for any Taxes for which Lessee is required to pay or against which Lessee is required to indemnify such Tax Indemnitee pursuant to Clause 20.3(a) or Clause 20.1, such Tax Indemnitee shall promptly notify Lessee thereof in writing; provided that a failure to so notify will not diminish, or relieve Lessee of, any obligations thereunder, except to the extent Lessee's or such Tax Indemnitee's successful defense of such claim is prejudiced thereby or Lessee's liability for costs or Taxes is increased. If reasonably requested by Lessee in writing within thirty (30) days of Lessee's receipt of notice of such claim, and to the extent that there are means available by which to do so, such Tax Indemnitee shall, provided that no Event of Default shall have occurred and be continuing, in good faith

diligently contest by pursuing all administrative appeals in the name of such Tax Indemnatee or, in such Tax Indemnatee's discretion if requested by Lessee, contest in the name of Lessee (or permit Lessee, in such Tax Indemnatee's discretion if requested by Lessee, to contest in the name of Lessor) the validity, applicability or amount of such Taxes by (i) resisting payment thereof, if practicable, (ii) paying the same only under protest, if protest is necessary and proper or (iii) if payment shall be made, seeking a refund thereof in appropriate administrative proceedings; provided that (A) prior to taking such action Lessee shall have agreed to indemnify, and shall indemnify on demand, such Tax Indemnatee in a manner reasonably satisfactory to such Tax Indemnatee for all costs and expenses which such Tax Indemnatee may incur in connection with contesting such claim (including all reasonable legal and accountants' fees and disbursements and the amount of any interest, penalties or additions to tax which may be payable as a result of contesting such claim), (B) such Tax Indemnatee shall have determined in good faith that such contest shall not result in any material risk of sale, forfeiture or loss of, or creation of any Lien on, the Aircraft, (C) if such contest is to be initiated by the payment of, and the claiming of a refund for, such Taxes, Lessee shall have advanced to such Tax Indemnatee sufficient funds (on an interest-free basis and, if such Tax Indemnatee shall have determined in good faith that such advance results in taxable income to such Tax Indemnatee, on an after-tax basis) to make such payment, (D) such Tax Indemnatee shall have received an opinion of independent tax counsel selected by such Lessee and reasonably acceptable to Tax Indemnatee that a reasonable basis exists for such contest, (E) Lessee shall have delivered to such Tax Indemnatee a written acknowledgement of Lessee's obligation to indemnify such Tax Indemnatee for the Tax being contested if the contest is not successful, (F) in the case of a contest conducted by a Tax Indemnatee and not Lessee, the amount of the potential indemnity for which Lessee may be liable to pay such Tax Indemnatee under Clause 20.3(a) exceeds US\$25,000 or the equivalent thereof and (G) the contest is not for a Tax, the imposition of which has been previously contested by Lessee or such Tax Indemnatee, and such contest (including all allowable appeals) was decided adversely to Lessee or such Tax Indemnatee and no change in facts or Law has occurred since then. Nothing contained in this Clause 20.4(a) shall require any Tax Indemnatee to contest, or permit Lessee to contest in the name of such Tax Indemnatee, a claim which such Tax Indemnatee would otherwise be required to contest pursuant to Clause 20.3(a) if such Tax Indemnatee shall waive payment by Lessee of any amount that might otherwise be payable by Lessee under Clause 20.3(a) in connection with such claim.

- (b) Each Tax Indemnatee agrees that it shall, as soon as reasonably practicable after it becomes aware of any circumstances which shall, or could reasonably be expected to, become the subject of a claim for indemnification by such Tax Indemnatee pursuant to Clause 20.3(a) or require Lessee to indemnify or pay an amount under Clause 20.5 (*Value Added Tax*) or make an increased payment pursuant to Clause 20.1 (*Gross-Up*), notify Lessee in writing accordingly, provided that a failure to so notify will not diminish, or relieve Lessee of, any obligations hereunder or diminish the rights of the Tax Indemnatee. Similarly, Lessee shall, as soon as reasonably practicable after it becomes aware of any circumstances which shall, or would reasonably be expected to, result in a claim for indemnification under Clause 20.3(a) or require Lessee to indemnify or pay an amount under or Clause 20.5 (*Value Added Tax*) or make an increased payment pursuant to Clause 20.1 (*Gross-up*), notify Lessor in writing accordingly. Provided no Event of Default is then continuing, Lessor and Lessee shall then consult with one another in good faith, for a period of up to thirty (30) days in order to determine what action (if any) may reasonably be taken to mitigate or avoid the

incidence of the relevant Taxes (and Lessee shall pay Lessor's reasonable out of pocket expenses (including legal fees) in relation to any such consultations). Lessor shall then take such steps as it agreed during such consultation to take for that purpose, provided always that (i) it is fully indemnified by Lessee to Lessor's satisfaction (acting reasonably) for so doing, (ii) it shall not be required to take, or omit to take, any action, if the effect of such action or omission would reasonably be expected to adversely affect Lessor or would be contrary to applicable law, (iii) Lessor shall not be responsible for or obliged to achieve any particular result from the taking of such steps and (iv) nothing in this Clause 20.4(b) shall require Lessor to disclose or interfere with its tax affairs.

## 20.5 Value Added Tax

- (a) For the purposes of this Clause 20.5 (*Value Added Tax*):
  - (i) “**VAT**” means value added tax and any goods and services, sales or turnover tax, imposition or levy of a like nature; and
  - (ii) “**supply**” includes anything on or in respect of which VAT is chargeable.
- (b) Lessee shall pay to each Tax Indemnatee (without duplication) or the relevant taxing authority, as the case may be, the amount of any VAT chargeable in respect of any supply for VAT purposes under this Agreement except to the extent such VAT is a Lessor Tax.
- (c) Each amount stated as payable by Lessee under this Agreement is exclusive of VAT (if any), and if VAT is payable in respect of any amount as aforesaid, Lessee shall pay all such VAT and shall indemnify each Tax Indemnatee against any claims for the same (and where appropriate Lessee shall increase the payments which would otherwise be required to be made under this Agreement so that such Tax Indemnatee is left in the same position as it would have been in had no VAT been payable); and Lessee shall provide evidence to such Tax Indemnatee, if available, in respect of payment of any such VAT.

## 20.6 Information regarding Taxes

- (a) If Lessee is required by any applicable Laws, or by any third party, to deliver any report or return in connection with any Taxes, Lessee shall complete the same and shall state therein (if appropriate) that Lessee is exclusively responsible for the use and operation of the Aircraft and for any Taxes arising therefrom, and Lessee shall, on request supply a copy of the report or return to Lessor and Owner Participant.
- (b) Lessee shall within thirty (30) days after Lessor's written request, furnish to Lessor and Owner Participant evidence reasonably satisfactory to Lessor of payment of all Taxes arising in connection with or as a result of the transactions contemplated by this Agreement requiring payment within any PBH Rent Period or Fixed Rent Period, including, without limitation, copies of receipts from the relevant Government Entities for payments of withholding taxes, any Sales Taxes, any VAT and payment of customs duties.
- (c) Prior to the Lease Commencement Date and as soon as practicable following request of Lessee, but in any case within the first sixty (60) days of each calendar year during the

Term, Lessor and Owner Participant or if different, the Rent beneficiary, shall deliver to Lessee a certification from the appropriate governmental tax authority confirming Lessor's and Owner Participant's (or, if applicable, such Rent beneficiary's) residency for tax purposes in its jurisdiction of tax residence, being in a jurisdiction with which Mexico has an income tax treaty for the avoidance of double taxation, and provided it remains the practice of the relevant governmental tax authority to provide such certification. In addition to the foregoing, Lessor agrees to furnish, and to procure that any other relevant Tax Indemnatee furnishes, from time to time to Lessee or to such other Person as Lessee may designate, at Lessee's request and expense, such other duly executed and properly completed forms by each Tax Indemnatee as such Tax Indemnatee may be permitted and legally able to deliver and as may be necessary or appropriate in order to claim any reduction of, or exemption from any Tax which Lessee may be required to indemnify against hereunder, unless such Tax Indemnatee determines that furnishing such forms would or could reasonably be expected to have an adverse effect on the business or operations of such Tax Indemnatee.

## 20.7 Taxation of Indemnity Payments

- (a) If and to the extent that any sums payable to any Indemnatee or any Tax Indemnatee by Lessee under this Agreement by way of indemnity or otherwise under this Agreement are insufficient, by reason of any Taxes payable in respect of those sums, for such Indemnatee or such Tax Indemnatee to discharge the corresponding liability to the relevant third party (including any taxation authority), or to reimburse such Indemnatee or such Tax Indemnatee for the cost incurred by it to a third party (including any taxation authority), Lessee shall pay to such Indemnatee or such Tax Indemnatee such sum as will after the tax liability has been fully satisfied leave that Indemnatee or such Tax Indemnatee with the same after-tax amount as it would have been entitled to receive in the absence of that liability.
- (b) If and to the extent that any sums constituting (directly or indirectly) an indemnity or other payment under this Agreement to an Indemnatee or a Tax Indemnatee but paid by Lessee to any Person other than such Indemnatee or such Tax Indemnatee are treated as taxable in the hands of such Indemnatee or such Tax Indemnatee, Lessee shall pay to such Indemnatee or such Tax Indemnatee such sum as will, after the tax liability has been fully satisfied at the applicable marginal rate in such jurisdiction, indemnify such Indemnatee or such Tax Indemnatee to the same extent as it would have been indemnified in the absence of such liability.

## 20.8 Notification

Each Tax Indemnatee shall notify Lessee in writing of any Taxes of which such Tax Indemnatee has received written notice from a Tax authority as being payable and for which Lessee is obligated to indemnify or pay under this Clause 20 (each a "**Tax Claim**"); provided, however, the delay or failure of such Tax Indemnatee to give notice to Lessee in accordance with this Clause 20.8 (*Notification*) will not discharge or release Lessee from any of its indemnity obligations under Clause 20 (*Taxation*) except, and only to the extent, that such delay or failure results in additional amounts payable by Lessee which amounts would not have been imposed in the absence of such delay.

## 20.9 Verification

At Lessee's written request within thirty (30) days following Lessee's receipt of any Tax Indemnatee's claim for an indemnity pursuant to this Clause 20 (*Taxation*), or of an amount otherwise payable on an after-Tax basis pursuant to this Agreement, the amount of such claim shall be subject to confidential verification in writing by an internationally recognized firm of certified public accountants selected by Lessee and reasonably acceptable to such Tax Indemnatee. The accounting firm shall be requested to complete its review within thirty (30) days of Lessee's request for such verification. The computations of such accounting firm shall (i) be delivered simultaneously to Lessee and such Tax Indemnatee and (ii) absent prima facie error, be final, binding and conclusive upon Lessee and such Tax Indemnatee. If Lessee pays any indemnity in whole or in part before completion of the verification procedure, appropriate adjustments will be made promptly after completion of the verification procedure to take into account any redetermination of the indemnity by the accounting firm. The fee and disbursements of such accounting firm shall be paid by Lessee unless such verification shall disclose an error in such Tax Indemnatee's claimed indemnity amount in favor of such Tax Indemnatee exceeding ten percent, in which case such fee and disbursements shall be paid by such Tax Indemnatee. Lessee and such Tax Indemnatee shall cooperate with such accounting firm and (subject to such accounting firm's execution of a confidentiality agreement reasonably satisfactory to Lessee and such Tax Indemnatee) shall supply such accounting firm with all information reasonably necessary to permit such review and determination.

#### 20.10 **Duration**

The obligations and indemnities contained in this Clause 20 (*Taxation*) shall continue in full force after the expiration, cancellation or termination of this Agreement notwithstanding any breach or repudiation of this Agreement by Lessor or Lessee or the termination of the leasing of the Aircraft under this Agreement.

### 21. **ASSIGNMENT AND TRANSFER**

#### 21.1 **By Lessee**

Except as expressly permitted by the terms hereof (including without limitation, Clause 10.3 (*Subleasing*)) Lessee will not assign, delegate or otherwise transfer (voluntarily, involuntarily, by operation of law or otherwise) any of its rights or obligations under this agreement or create or permit to exist any Security Interest over any of its rights under this Agreement, and any attempt to do so will be null and void.

#### 21.2 **Lessor Transfer**

- (a) Without any consent of Lessee other than as provided in Clause 21.2(e), Lessor and/or Owner Participant may at its own expense assign or grant a Security Interest over the Aircraft or any interest therein and/or Lessor and/or Owner Participant may assign or grant a Security Interest over all or any part of its rights under this Agreement, the Trust Agreement and any other Operative Document or any interest therein, in either case, by way of security to any other Person (an "**Assignee**"); provided that:
  - (i) Lessor shall promptly notify Lessee in writing of any proposed assignment and all relevant details with respect thereto;
  - (ii) (A) such assignment or Security Interest shall not increase any of Lessee's risk, obligations, responsibilities, liabilities, and costs (including Taxes for which

Lessee is responsible pursuant to Clause 20 (Taxation)) related to the transactions contemplated by this Agreement, and shall not reduce any of Lessee's rights and benefits related thereto, based on the current laws in effect at the time of such assignment or Security Interest, than it would have had if such assignment or Security Interest had not taken place and (B) Lessee will not incur any obligation or liability of any kind as a result of such transaction based on the current laws in effect at the time of such transaction, than it would have had if such assignment or Security Interest had not taken place; provided that, it is agreed that a change in the number of additional insureds and Indemnitees shall not be considered such an increase;

- (iii) prior to any such assignment or Security Interest becoming effective, the Assignee shall execute and deliver to Lessee an undertaking containing terms substantially similar to Clause 8.1 (*Quiet Enjoyment*) hereof to the effect that neither it nor any Person claiming by, through or under it will disturb the quiet use, possession and enjoyment of the Aircraft by Lessee or any Permitted Sublessee during the Term so long as no Event of Default is continuing;
  - (iv) if the Security Deposit is assigned or charged or subject to a Security Interest in favor of the Assignee or if any Assignee is to be named as the beneficiary under any Letter of Credit, the Assignee shall acknowledge that the Security Deposit under its control shall only be applied in accordance with the provisions of this Agreement and that it will not draw under that Letter of Credit except in accordance with the terms of this Agreement and that proceeds of any such drawings shall only be applied in accordance with the provisions of this Agreement. All costs and expenses of such assignment or grant or a Security Interest of change of the beneficiary under any Letter of Credit shall be for the account of Lessor [REDACTED]
  - (v) as at the date of such assignment and under the laws then in effect in the State of Incorporation, it shall not be unlawful for Lessee to lease an aircraft financed by a Person organized under the laws of the country where the Assignee is organized, and the Assignee shall provide to Lessee representations and warranties in respect of itself on the terms set forth in Clause 22.17 (*True Lease*);
  - (vi) the Assignee and each of the other Financing Parties on whose behalf the Assignee is acting is not an airline, other commercial aircraft operator, freight forwarder, a Person engaged in the business of parcel transport by air or an Affiliate of any of the foregoing or a competitor of Lessee; and
  - (vii) if the Assignee is not reasonably experienced in the business of commercial aircraft leasing, it shall agree with Lessee that upon the enforcement of its rights under the relevant security documents it shall contract with such a Person experienced in the business of commercial aircraft leasing to manage this Agreement; provided that if the Assignee represents that it leases, owns or is a lender in respect of more than [REDACTED] on the date of such assignment, it shall be deemed to be reasonably experienced in the business of commercial aircraft leasing.
- (b) Without any consent of Lessee other than as provided in Clause 21.2(e), Lessor may at its own expense transfer the Aircraft and its interest therein and/or transfer and/or assign

all or any part of its rights and obligations under this Agreement and any other Operative Document to any Person (a “**Transferee**”); provided that:

- (i) Lessor shall promptly notify Lessee in writing of any proposed transfer and all relevant details with respect thereto;
- (ii) the Transferee shall assume all payment and other obligations of Lessor under this Agreement and any other Operative Documents to which Lessor is a party;
- (iii) if the Transferee is not assuming the obligations of Lessor under this Agreement or becoming the “Lessor” under this Agreement as assigned or novated, it shall execute and deliver to Lessee an undertaking containing terms substantially similar to Clause 8.1 (*Quiet Enjoyment*) hereof to the effect that neither it nor any Person claiming by, through or under it will disturb the quiet use, possession and enjoyment of the Aircraft by Lessee or any Permitted Sublessee during the Term so long as no Event of Default is continuing;
- (iv) the Transferee shall confirm and agree that such transfer or assignment shall not increase any of Lessee’s risk, obligations, responsibilities, liabilities and costs (including Taxes for which Lessee is responsible pursuant to Clause 20 (Taxation)) related to the transactions contemplated by this Agreement and shall not reduce any of Lessee’s rights and benefits related thereto, as based on applicable laws in effect as of the date of such transfer or assignment; provided that, it is agreed that a change in the number of additional insureds and Indemnitees shall not be considered such an increase;
- (v) at the time of such transfer or assignment, the Transferee shall provide to Lessee representations and warranties on the terms set forth in Clause 22.17 (*True Lease*) and Clause 2 of Schedule 2 (*Representations and Warranties*);
- (vi) at the time of such transfer or assignment, the Transferee (A) shall have a tangible net worth of not less than [REDACTED] (or the Transferee’s obligations to Lessee in respect of the Aircraft under this Agreement and the other Operative Documents shall be guaranteed on terms acceptable to Lessee by a Person that has a tangible net worth of not less than [REDACTED], in either case, such net worth to be evidenced by a certificate of net worth of a responsible officer of such Person, the Transferee or such guarantor, as the case may be, certifying as to such net worth and such other evidence as is reasonably acceptable to Lessee; (B) shall be an experienced lessor in commercial aircraft leasing or will have appointed an experienced servicer in commercial aircraft leasing (and for such purposes, an experienced lessor or experienced servicer will be an entity with [REDACTED] or more in its portfolio or under its management); (C) is not an airline, other commercial aircraft operator, a freight forwarder, a Person engaged in the business of parcel transport by air or an Affiliate of any of the foregoing or otherwise a direct competitor of Lessee; and (D) is a tax resident of a jurisdiction with which Mexico has entered into a treaty to avoid the double imposition of Taxes;
- (vii) at the date of such transfer and under the laws then in effect in the State of Incorporation, it shall not be unlawful for Lessee to lease an Aircraft owned or

leased by a Person organized under the laws of the country where the Transferee is organized; and

- (c) Without any consent of Lessee, after the Lease Commencement Date, Owner Participant may at its own expense transfer and/or assign all but not less than all of its rights and obligations under the Trust Agreement and any Operative Document to which it is a party to any other Person (an “**OP Transferee**”); provided that:
- (i) Lessor shall promptly notify Lessee in writing of any proposed transfer and all relevant details with respect thereto;
  - (ii) the OP Transferee enters into an agreement with Lessee in form and substance acceptable to Lessee pursuant to which it assumes all the obligations of Owner Participant under the Owner Participant Letter and provides Lessee the representations and warranties of Owner Participant thereunder or executes and delivers a replacement Owner Participant Letter on the same terms as the then existing Owner Participant Letter;
  - (iii) the OP Transferee shall execute and deliver to Lessee an undertaking containing terms substantially similar to Clause 8.1 (*Quiet Enjoyment*) hereof to the effect that neither it nor any Person claiming by, through or under it will disturb the quiet use, possession and enjoyment of the Aircraft by Lessee or any Permitted Sublessee during the Term so long as no Event of Default is continuing;
  - (iv) the OP Transferee confirms and agrees that (A) such transfer or assignment shall not increase any of Lessee’s risk, obligations, responsibilities, liabilities and costs related to the transactions contemplated by this Agreement and shall not reduce any of Lessee’s rights and benefits related thereto, based on the current laws in effect at the time of such transaction, than it would have had if such transaction had not taken place and (B) Lessee will not incur any obligation or liability of any kind as a result thereof based on the current laws in effect at the time of such transaction, than it would have had if such transaction had not taken place, provided that, it is agreed that a change in the number of additional insureds and Indemnitees shall not be considered such an increase;
  - (v) at the time of such transfer or assignment, the OP Transferee (A) has a tangible net worth of not less than [REDACTED] or such Person’s obligations to Lessee in respect of the Aircraft under the Owner Participant Letter and the other Operative Documents are guaranteed on terms acceptable to Lessee by a Person that has a tangible net worth of not less than [REDACTED], in either case such net worth to be evidenced by a certificate of net worth of a responsible officer of the OP Transferee or such guarantor, as the case may be, certifying as to such net worth and such other evidence as is reasonably acceptable to Lessee; (B) is an experienced lessor in commercial aircraft leasing or will have appointed an experienced servicer in commercial aircraft leasing (and for such purposes, an experienced lessor or experienced servicer will be an entity with [REDACTED] or more in its portfolio or under its management); (C) is not an airline, other commercial aircraft operator, a freight forwarder, a Person engaged in the business of parcel transport by air or an Affiliate of any of the foregoing or otherwise a direct competitor of Owner Participant; and (D) is a tax resident of a



jurisdiction with which Mexico has entered into a treaty to avoid the double imposition of Taxes;

- (vi) at the date of such transfer and under the laws then in effect in the State of Incorporation, it shall not be unlawful for Lessee to lease an Aircraft owned or leased by a Person organized under the laws of the country where the OP Transferee is organized; and
- (d) Lessee shall upon request from Lessor and at the expense of Lessor cooperate in effecting any assignment or transfer referred to in subclause (a), (b) or (c) above and will execute any agreements or other instruments reasonably requested by Lessor in form and substance reasonably satisfactory to Lessee (including, without limitation, any supplement or amendment to or novation of this Agreement) and if the transfer involves the assumption by the Transferee of any of Lessor's obligations under this Agreement or the other Operative Documents to which Lessee is a party, release Lessor from the obligations so assumed and will execute such certificates and shall provide such corporate documents as shall be reasonably requested by Lessor for the purposes of Lessor obtaining a legal opinion in respect of Lessee's due execution and due authorization of the transfer documents. Lessor agrees to reimburse Lessee for its documented costs and expenses (including, without limitation reasonable attorney fees) and any Taxes thereon, and other reasonable and documented out-of-pocket costs and expenses and any Taxes thereon, in connection with any assignment or transfer referred to in subclause (a), (b) or (c).
- (e) For the purpose of Article 33(1) of the Cape Town Convention and Article XV of the Protocol, and without prejudice to the preceding provisions of this Clause 21.2 (*Lessor Transfer*) to the extent applicable, Lessee hereby consents in advance to the transfer of the associated rights and related international interests in respect of any assignment or sale by Lessor or the granting of any Security Interest by Lessor in accordance with this Agreement (and for the avoidance of doubt, no additional consent by Lessee will be required in connection with any such assignment of associated rights, the related international interests and the related right to discharge such international interest pursuant to the Cape Town Convention).
- (f) Except as permitted in this Clause 21.2 (*Lessor Transfer*), none of Trust Company, Lessor and Owner Participant will assign or otherwise transfer (voluntarily, involuntarily, by operation of law or otherwise) any of its rights in and to the Aircraft or any of its rights and obligations under the Trust Agreement or any Operative Document or permit to exist any Security Interest over any of the foregoing, and any attempt to do so will be null and void *ab initio*.

## 22. MISCELLANEOUS PROVISIONS

### 22.1 Rights Cumulative, Waivers

The rights of Lessor under this Agreement may be exercised as often as Lessor considers appropriate (except as otherwise expressly stated herein), are cumulative and are in addition to its rights under any Law. The rights of Lessor against Lessee or in relation to the Aircraft (whether arising under this Agreement or any Law) cannot be waived or varied other than by an express waiver or variation in writing. Any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right; any defective or

partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right; and no act or course of conduct or negotiation on Lessor's part or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

## **22.2 Delegation**

Lessor may delegate to any Person or Persons all or any of its rights, powers or discretions vested in it by this Agreement, and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as Lessor deems fit; provided, however, that notwithstanding any such delegation, Lessor shall at all times remain primarily liable for the obligations of "Lessor" hereunder.

## **22.3 Expenses**

Each of Lessor and Lessee shall pay its own costs and expenses (including legal fees) in connection with the negotiation of this Agreement and the other Operative Documents. Lessee shall pay to Lessor on demand all expenses (including legal, professional, and out-of-pocket expenses) incurred or payable by Lessor and/or Owner Participant (without duplication) in connection with the enforcement or preservation of any of Lessor's and/or Owner Participant's (without duplication) rights or remedies under this Agreement in connection with and following any Event of Default. [REDACTED]. If Lessor requires an external Mexican legal opinion, Lessor shall be responsible for the cost of obtaining such legal opinion from Mexican counsel of its choosing. [REDACTED]

## **22.4 Set-off**

- (a) Lessor may set off any matured obligation owed by Lessee under this Agreement against any obligation (whether or not matured) owed by Lessor or Owner Participant to Lessee hereunder, regardless of the place of payment or currency. If the obligations are in different currencies, Lessor may convert either obligation at the market rate of exchange available in London or (at Lessor's option) New York for the purpose of the set-off.
- (b) If an obligation is unascertained or unliquidated, Lessor may in good faith estimate that obligation and set off in respect of the estimated amount, in which case when the obligation is ascertained or liquidated Lessor or Lessee shall make a payment to the other (as appropriate) in respect of any amount by which the ascertained or liquidated amount differs from the estimated amount.
- (c) Notwithstanding any other provision of this Agreement, Lessor shall not be obliged to pay any amount to Lessee under this Agreement so long as any sums which are then due from Lessee under this Agreement remain unpaid or if any Event of Default has occurred and is continuing, and any such amount which would otherwise be due shall fall due only if and when Lessee has paid all such sums and cured all Events of Default, except to the extent that Lessor otherwise agrees in writing or sets off such amounts against such payment pursuant to Clause 22.4(a).

## **22.5 Provisions of Cape Town Convention**

Except to the extent expressly provided herein, any terms of this Agreement which expressly incorporate any provisions of the Cape Town Convention shall prevail in the case of any conflict

with any other provision contained herein. Each of the parties hereto acknowledges and agrees that for purposes of the Cape Town Convention (to the extent applicable hereto), separate rights may exist with respect to the Airframe and Engines.

## **22.6 Time of Essence**

The time stipulated in this Agreement for all payments by Lessee to Lessor and for the prompt performance of Lessee's other obligations under this Agreement are of the essence of this Agreement.

## **22.7 Entire Agreement**

This Agreement and the other Operative Documents constitute the sole and entire agreement between Lessor and Lessee in relation to the leasing of the Aircraft and supersede all previous agreements in relation to that leasing. Any amendments to this Agreement must be in writing and signed on behalf of Lessor and Lessee.

## **22.8 Rights of Third Parties**

- (a) All rights expressed to be granted to each Indemnatee or Tax Indemnatee (other than Lessor) under this Agreement are given to Lessor on behalf of that Indemnatee or Tax Indemnatee, and each Indemnatee or Tax Indemnatee is an express third party beneficiary hereof. Except for Lessor, Owner Participant, each Indemnatee and each Tax Indemnatee, no other Person shall be a third party beneficiary of this Agreement.
- (b) Any Tax Indemnatee or Indemnatee who is not a party to this Agreement may enforce the terms of this Agreement expressed to be for its benefit or given by Lessee to or in favor of such Tax Indemnatee or Indemnatee.
- (c) All terms of this Agreement may be varied, amended or otherwise released by an agreement between Lessor and Lessee without reference to any Indemnatee, Tax Indemnatee or Owner Participant.
- (d) If an Indemnatee or Tax Indemnatee is not a party to this Agreement, Lessee may require such Indemnatee or Tax Indemnatee to agree in writing, in a form reasonably acceptable to Lessee, to the terms of Clause 14 (*Indemnities*) and Clause 20 (*Taxation*), as the case may be, prior to making any payments to such Indemnatee or Tax Indemnatee under Clause 14 (*Indemnities*) or Clause 20 (*Taxation*), as the case may be.

## **22.9 Counterparts**

This Agreement may be executed in two or more counterparts each of which will be deemed an original but all of which together will constitute one and the same agreement.

## **22.10 Language**

All notices, requests, direction and other communications to be given under this Agreement will be in English. Unless otherwise provided herein, all documents delivered to Lessee, Lessor or Owner Participant pursuant to this Agreement will be in English or, if not in English, will be accompanied by a certified English translation. If there is any inconsistency between the English version of this Agreement and any version in any other language, the English version will prevail.

#### **22.11 Confidentiality**

This Agreement, the terms hereof and all non-public information obtained by a party about any party are confidential and are among Lessor, Owner Participant and Lessee only. Lessor, Owner Participant and Lessee shall not, and shall procure that their respective officers, employees and agents shall not, disclose the contents of this Agreement or such nonpublic information to any third party (other than (a) to such party's or its Affiliates' auditors, legal advisors, regulators, financial advisors and rating agencies; (b) in connection with any filing or disclosure of this Agreement in accordance with, or as required by, any applicable Regulation; (c) in connection with Lessor's or Owner Participant's potential sale, financing, refinancing of or related to the Aircraft and/or transfer or assignment of this Agreement; provided that any recipient of any such confidential information in such case shall as a condition precedent to receipt of the information execute and deliver a confidentiality agreement containing terms no less stringent than the terms of this Clause 22.11 (*Confidentiality*); or (d) as required for enforcement by either party of its rights and remedies with respect to this Agreement), without the prior written consent of the other party. If any disclosure will result in the Agreement becoming publicly available, Lessor, Owner Participant and Lessee will cooperate with one another to obtain confidential treatment or limit the scope of disclosure as to the commercial terms and other material provisions of this Agreement. Notwithstanding the foregoing, Lessee may disclose this Agreement (i) as may be required to obtain the Bankruptcy Court's approval of this Agreement; or (ii) to the U.S. Trustee, the Unsecured Creditors Committee or the entities providing the debtor-in-possession financing to Lessee, its Affiliates and any of their respective related persons; provided that the parties shall use commercially reasonable efforts to obtain the Bankruptcy Court's permission to redact the terms of this Agreement that the Lessor deems to be proprietary.

#### **22.12 Invalidity of any Provision**

If any provision of this Agreement becomes invalid, illegal or unenforceable in any respect under any Law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

#### **22.13 Survival**

All indemnities, representations and warranties of Lessee and Lessor shall survive, and remain in full force and effect, notwithstanding the expiration or other termination of this Agreement and/or the leasing of the Aircraft hereunder.

#### **22.14 Further Assurance**

- (a) Each of the parties agrees to perform (or procure the performance of) all further acts and things within its control, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by applicable Laws or as may be necessary or reasonably desirable to implement and/or give effect to this Agreement and the transactions contemplated by this Agreement.
- (b) Except as otherwise expressly set forth herein, the out-of-pocket costs and expenses of performing the acts contemplated by sub-clause (a) above shall be borne by the requesting party.

#### **22.15 No Brokers**

Except for SkyWorks Capital, LLC (whose fees and expenses are the sole responsibility of Lessee), each of the parties represents and warrants to the other that it has not paid, agreed to pay, or caused to be paid directly or indirectly to any Person in any form, any commission percentage contingent fee, brokerage or other similar payments of any kind, in connection with the establishment or operation of this Agreement. Each party agrees to indemnify and hold the other harmless from and against any and all claims, suits, damages, costs and expenses (including, reasonable legal fees and expenses) asserted by any agent, broker or other third party for any commission or compensation of any nature whatsoever based upon this Agreement or the Aircraft, if such claim, suit, damage, cost or expense arises out of any breach by the indemnifying party, its employees or agents of this Clause 22.15 (*No Brokers*).

#### 22.16 **Chattel Paper**

To the extent, if any, that this Agreement constitutes chattel paper (as such term is defined in the UCC as in effect in any applicable jurisdiction), no Security Interest in this Agreement may be created through the transfer or possession of any counterpart other than the original counterpart, which shall be identified as the counterpart designated as the “chattel paper original” on the signature page of this Agreement by the Financing Parties Representative (if any) or Lessor, as the case may be.

#### 22.17 **True Lease**

The parties intend and agree that this Agreement:

- (a) constitutes a “true lease”, and not a “security interest” as defined in Section 1-201(37) of the UCC;
- (b) to the extent applicable, constitutes a “true lease” for United States federal income tax purposes; and
- (c) confers only a leasehold interest on Lessee in and to the Aircraft on and subject to the terms of this Agreement, and no ownership or other interest with respect to the Aircraft is provided to Lessee under this Agreement.

Lessee shall not file a tax return that is inconsistent with the provisions of this Clause 22.17 (*True Lease*).

#### 22.18 **Know Your Customer/OFAC Compliance**

- (a) Each party represents, warrants and agrees that neither it nor any of its Affiliates is in violation of any Law relating to terrorism or money laundering enacted or promulgated by the United Nations, the European Union, the United States of America or Mexico (“**Anti-Terrorism Laws**”), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the “**Executive Order**”), and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 (the “**Patriot Act**”).
- (b) Each party represents, warrants and agrees that it is not any of the following:
  - (i) a person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

- (ii) a person owned or controlled by, or acting for or on behalf of, any person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;
  - (iii) a person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order; or
  - (iv) a person that is named as a “special designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control (“OFAC”) at its official website or any replacement website or other replacement official publication of such list.
- (c) Each party represents, warrants and agrees that it does not and for the Term shall not (i) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any person described in the preceding clause (b), (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or any similar laws of Mexico, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

#### 22.19 USA Patriot Act Notice

Lessee agrees that pursuant to the requirements of the Patriot Act, Lessor and/or Owner Participant may obtain, verify, and record information from Lessee that identifies Lessee, which information may include the name and address of Lessee, and its officers, directors and shareholders, and other information that will allow Lessor and/or Owner Participant (without duplication) to identify Lessee in accordance and for purposes of compliance with the Patriot Act.

#### 22.20 Statements of Trust Company

The parties hereto agree that all of the statements, representations, covenants and agreements made by Lessor contained in this Agreement and any agreement referred to herein, unless expressly otherwise stated, are made and intended only for the purpose of binding the Trust Estate and establishing the existence of rights and remedies which can be exercised and enforced against the Trust Estate. Therefore, anything contained in this Agreement or such other agreements to the contrary notwithstanding (except for any express provisions that the Trust Company is responsible for in its individual capacity (and the Trust Company shall be responsible in its individual capacity for all statements, representations, warranties, covenants and agreements made by the Trust Company)), no recourse shall be had with respect to this Agreement or such other agreements against the Trust Company in its individual capacity or against any institution or Person which becomes a successor trustee or co-trustee or any officer, director, trustee, servant or direct or indirect parent or controlling Person or Persons of any of them; **provided, however, that** this Clause 22.20 (*Statements of Trust Company*) shall not be construed to prohibit any action or proceeding against any party hereto for its own willful misconduct or grossly negligent conduct for which it would otherwise be liable; and **provided further, that** nothing contained in this Clause 22.20 (*Statements of Trust Company*) shall be construed to limit the exercise and enforcement in accordance with the terms of this Agreement or such other agreements of rights and remedies against the Trust Estate. The foregoing provisions of this Clause 22.20 (*Statements of Trust Company*) shall survive the termination of this Agreement.

**23. NOTICES; ELECTRONIC SIGNATURES**

23.1 Every notice, request, direction or other communication under this Agreement shall be in English and be in writing delivered personally or sent with an internationally recognized courier service or by electronic mail (including PDF) and shall be deemed to have been received:

(a) in the case of a letter when delivered personally or where sent with an internationally recognized courier service, on the date shown as the delivery date (or, if delivery was refused, the date of such refusal) in the records of the Person who effected such delivery; or

(b) in the case of an electronic mail, at the time of dispatch with confirmed receipt,

**provided always that** where delivery by hand or by electronic email occurs after 6:00 p.m. on a Business Day, or on a day which is not a Business Day, service shall be deemed to occur at 9:00 a.m. on the next Business Day.

23.2 **Every** notice, request, direction or other communication under this Agreement shall be sent:

**To Lessor at:**

Address: [REDACTED]

or any substitute address, email address or fax number or department or officer as the relevant party may notify to the other party by not less than five (5) Business Days' notice.

23.3 In connection with the performance of their respective duties hereunder, each party may give notices, consents, directions, approvals, instructions and requests to, and otherwise communicate with, each other using electronic means, including email transmission to such email addresses as each such party shall designate to the other parties, and, if necessary or if requested by the other party or parties, with an "electronic signature" or other "electronic record" (as such terms are defined in the New York State Electronic Signatures and Records Act). Delivery of an executed counterpart of this Agreement or any other Operative Document by facsimile, email, "electronic signature" or other "electronic record" will be deemed as effective as delivery of an originally executed counterpart. Any party delivering an executed counterpart of this Agreement or any other Operative Document by facsimile, email, "electronic signature" or other "electronic record" will also deliver an originally executed counterpart thereof, but the failure of any party to deliver an originally executed counterpart of this Agreement or any other Operative Document will not affect the validity or effectiveness of this Agreement or such other Operative Document.

**24. GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL**

**24.1 Governing Law**

PURSUANT TO AND IN ACCORDANCE WITH SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, THE PARTIES HERETO AGREE THAT THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, AND ALL ISSUES CONCERNING THE RELATIONSHIP OF THE PARTIES HEREUNDER AND THE ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AS

APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK (EXCLUSIVE OF SECTION 7-101 OF THE NEW YORK GENERAL OBLIGATIONS LAW WHICH IS INAPPLICABLE TO THIS AGREEMENT) WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES. THE PARTIES AGREE THAT THIS AGREEMENT WAS DELIVERED IN THE STATE OF NEW YORK.

THE FOREGOING ELECTION OF THE LAWS OF THE STATE OF NEW YORK IS WITHOUT PREJUDICE TO THE RIGHT OF LESSOR TO APPLY THE LAWS OF THE FEDERAL DISTRICT OF MEXICO TO ANY REPOSSESSION OR OTHER ENFORCEMENT OF RIGHTS UNDER THIS AGREEMENT WHILE THE AIRCRAFT IS LOCATED IN MEXICO.

#### 24.2 **Jurisdiction**

Pursuant to and in accordance with Section 5-1402 of the New York General Obligations Law, Lessee and Lessor each irrevocably agrees that (i) the United States District Court for the Southern District of New York sitting in The Borough of Manhattan and any New York state court sitting in the County of New York, New York, and all related appellate courts, and (ii) the courts of the jurisdictions in which the Aircraft at the relevant time is located in the case of enforcement proceedings in respect of remedies hereunder, have exclusive jurisdiction to settle any disputes arising out of or relating to this Agreement or any of the other Operative Documents and submits itself and its property to the jurisdiction of the foregoing courts with respect to such dispute, hereby waiving any other jurisdictions which may be available thereto by reason of domicile or otherwise.

#### 24.3 **Process Agent**

(a) Without prejudice to any other mode of service, Lessee:

- (i) appoints [REDACTED] as its agent for service of process relating to any proceedings before the New York courts described in Clause 24.2 (*Jurisdiction*) in connection with this Agreement and agrees to maintain the process agent in New York notified to Lessor;
- (ii) agrees that failure by a process agent to notify Lessee of the process shall not invalidate the proceedings concerned; and
- (iii) consents to the service of process relating to any such proceedings by prepaid mailing or by personal delivery of a copy of the process to Lessee's agent at the address identified in Clause 24.3(a)(i) above or by facsimile or prepaid mailing by air mail, certified or registered mail, or by personal delivery, of a copy of the process to Lessee at the address set forth in Clause 23.2.

(b) Without prejudice to any other mode of service, Lessor:

- (i) appoints [REDACTED] as its agent for service of process relating to any proceedings before the New York courts described in Clause 24.2 (*Jurisdiction*) in connection with this Agreement and agrees to maintain the process agent notified to Lessee;



- (ii) agrees that failure by a process agent to notify Lessor of the process shall not invalidate the proceedings concerned; and
- (iii) consents to the service of process relating to any such proceedings by prepaid mailing or by personal delivery of a copy of the process to Lessor's agent at the address identified in Clause 24.3(b)(i) above or by facsimile or prepaid mailing by air mail, certified or registered mail, or by personal delivery, of a copy of the process to Lessor at the address set forth in Clause 23.2.

#### 24.4 **Waiver of Objections**

Each of Lessee and Lessor:

- (a) waives to the fullest extent permitted by Law any objection which it may now or hereafter have to the courts referred to in Clause 24.2 (*Jurisdiction*) on grounds of inconvenient forum or otherwise as regards proceedings in connection with this Agreement;
- (b) waives to the fullest extent permitted by Law any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in the courts referred to in Clause 24.2 (*Jurisdiction*); and
- (c) to the extent permitted by applicable law, agrees that a judgment or order of any court referred to in Clause 24.2 (*Jurisdiction*) in connection with this Agreement is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction as if made by the highest court in that other jurisdiction and accordingly neither Lessee nor Lessor will seek to, nor be entitled to, contest and/or delay and/or obstruct registration or enforcement of any such judgment and/or award and/or order on grounds of public policy or otherwise.

#### 24.5 **No Alternative Jurisdictions**

This Clause 24 (*Governing Law, Jurisdiction and Waiver of Jury Trial*) shall survive, continue to take full effect and not merge in any order or judgment and this Clause 24.5 (*No Alternative Jurisdictions*) prohibits either party to bring proceedings against the other in connection with this Agreement or any other Operative Document in any court other than as provided in Clause 24.2 (*Jurisdiction*) above.

#### 24.6 **Waiver of Sovereign Immunity and Other Defenses**

Each of Lessee and Lessor irrevocably and unconditionally:

- (a) agrees that if the other brings legal proceedings against it or its assets in relation to this Agreement no sovereign or other immunity from such legal proceedings (which will be deemed to include suit, court jurisdiction, attachment prior to judgment, attachment in aid of execution of a judgment, other attachment, the obtaining of judgment, execution of a judgment or other enforcement or legal process or remedy) will be claimed by or on behalf of itself or with respect to its assets;

- (b) waives any such right of immunity which it or its assets now has or may in the future acquire and agrees that the foregoing waiver shall have the fullest extent permitted under the Foreign Sovereign Immunities Act of 1976 of the United States of America and is intended to be irrevocable for the purposes of such Act; and
- (c) waives any requirement, of any kind whatsoever, for the other party to provide any form of security in respect of the payment of any damages, costs, expenses or any other financial obligation resulting from the commencement or prosecution of proceedings or the making of or service of any order and Lessee undertakes (x) not to challenge the validity of any proceedings or the making of any orders without any requirement for the provision of such security, (y) to advise any court upon the other party's request that it requires no such security, and (z) to provide security itself for any third party claims arising out of or in connection with such proceedings and/or orders.

**24.7 Waiver of Jury Trial**

EACH OF LESSEE AND LESSOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL IN RESPECT OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THE LESSOR/LESSEE RELATIONSHIP BEING ESTABLISHED, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND OTHER COMMON LAW AND STATUTORY CLAIMS. EACH OF LESSOR AND LESSEE REPRESENTS AND WARRANTS THAT EACH HAS REVIEWED AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH ITS LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS CLAUSE MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[Signature Page Follows]

**IN WITNESS WHEREOF** Lessor and Lessee have executed and delivered this Agreement in the State of New York, U.S.A., both as of the date shown at the beginning of this Agreement.

**Aerovías de México, S.A. de C.V.,**  
*Lessee*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Wells Fargo Trust Company, National Association,** not in its individual capacity, but solely as owner trustee,  
*Lessor*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TO THE EXTENT IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE PERFECTED THROUGH THE POSSESSION OF ANY ORIGINAL OR COPY HEREOF OTHER THAN THAT MARKED "CHATTEL PAPER ORIGINAL".

**CHATTEL PAPER ORIGINAL**

**IN WITNESS WHEREOF** Lessor and Lessee have executed and delivered this Agreement in the State of New York, U.S.A., both as of the date shown at the beginning of this Agreement.

**Aerovías de México, S.A. de C.V., Lessee**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Wells Fargo Trust Company, National Association**, not in its individual capacity, but solely as owner trustee,  
*Lessor*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TO THE EXTENT IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE PERFECTED THROUGH THE POSSESSION OF ANY ORIGINAL OR COPY HEREOF OTHER THAN THAT MARKED "CHATTEL PAPER ORIGINAL".

## SCHEDULE 1 DEFINITIONS AND CONSTRUCTION

### 1. Defined Terms

The following words and expressions have the respective meanings set forth below:

**“Acceptable LC Bank Rating”** has the meaning given to it in Clause 6.4(b) (*Provision of Letter of Credit*);

**“AFAC”** means the *Agencia Federal de Aviación Civil* of the *Secretaría de Comunicaciones y Transportes de México* and each other Mexican governmental airworthiness authority having authority with respect to the Aircraft that is comparable to the authority of the FAA and any successor thereto;

**“Affiliate”** means, in relation to any Person, any Person directly or indirectly controlling, controlled by, or under common control with such first Person; and a Person shall be deemed to control another Person if such first Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, contract or otherwise;

**“Agreed Form”** means the form agreed between Lessor and Lessee;

**“Agreed Value”** has the meaning provided in Part A of the Financial Terms Annex;

**“Agreement”** means this Amended and Restated Aircraft Lease Agreement together with its Schedules;

**“Aircraft”** means the aircraft described in Schedule 6 (*Description of Aircraft*), including all buyer furnished equipment and in-flight entertainment equipment installed thereon (which term includes where the context admits a separate reference to all Engines, Parts and Aircraft Documents);

**“Aircraft Documents”** means the documents, data, aircraft manuals and technical records relating to the Aircraft on the Original Delivery Date and any other documents and records referred to in Clause 11.1 (*Aircraft Documents*) and Schedule 7 (*Aircraft Documents at Redelivery*) and all additions, renewals, revisions and replacements from time to time made thereto in accordance with this Agreement;

**“Aircraft Object”** has the meaning given to such term in the Consolidated Text;

**“Airframe”** means the Aircraft, excluding the Engines and the Aircraft Documents;

**“Airframe Manufacturer”** means The Boeing Company;

**“Airframe Warranty Assignment”** means the airframe warranty assignment entered into or to be entered into between Lessor and Lessee, and the related consent and agreement between Lessor, Lessee and the Airframe Manufacturer, in respect of the Aircraft in the Agreed Form;

“**Airworthiness Directive**” or “**AD**” means any and all State of Manufacture airworthiness directives and/or State of Registration airworthiness directives and/or airworthiness directives issued by the AFAC;

“**AMM**” means, from time to time, the latest revision of the Airframe Manufacturer’s approved maintenance manual for the Aircraft;

“**Anti-Terrorism Laws**” has the meaning given to it in Clause 22.18 (*Know Your Customer/OFAC Compliance*);

“**Approved Maintenance Performer**” means (a) for all Heavy Maintenance Checks, any shop visit for an Engine, the APU or any Landing Gear or the overhaul of any serialized components and all major modifications, any maintenance facility approved by (i) the Aviation Authority and (ii) either EASA or the FAA and (b) for all lower-level checks, repairs and maintenance, any maintenance facility approved by the Aviation Authority which may be Lessee so long as Lessee has the requisite licenses and approvals;

“**APU**” means the auxiliary power unit installed on the Aircraft on the Original Delivery Date and any replacement auxiliary power unit installed in accordance with this Agreement title to which is vested in Lessor in accordance with this Agreement;

“**APU Equivalency Charge**” shall mean the APU Equivalency Charge, if any, calculated pursuant to Part B of the Financial Terms Annex (*Redelivery Maintenance Payment*);

“**APU Hour**” means each hour or part thereof (rounded to the nearest minute) elapsing from the moment the APU is started to the moment when the APU is shut down;

“**APU Manufacturer**” means [\_\_\_\_\_];

“**APU Medium Repair Shop Visit**” means, with respect to the APU, a level of work that includes, at a minimum, [REDACTED]

“**Assignee**” has the meaning given to it in Clause 21.2(a);

“**Aviation Authority**” means the AFAC and the RAM for so long as the State of Registration is Mexico, and, if the Aircraft is registered in another State of Registration, the authorities, government departments, committees or agencies which under the laws of that State of Registration shall from time to time:

- (a) have control or supervision of civil aviation in that state; or
- (b) have jurisdiction over the registration, airworthiness or operation of, or other matters relating to, the Aircraft;

“**Back to Birth Traceability**” means in respect of any Part or part, original documentary evidence specifying the part number and the unique serial number of such Part or part, and providing a detailed full operational history record acceptable to an FAA or EASA regulatory standard but in any event having the following: (i) the Original Delivery Document where Original Delivery Document means (x) for a part delivered new as a spare part, the manufacturer’s airworthiness document (FAA Form 8130–3 or EASA Form One (to the extent such EASA form is permitted by the FAA and the Maintenance Program)) showing the part

number and serial number, (y) for a part delivered new installed on an assembly, the manufacturer's assembly bill of material listing showing part number, serial number, assembly serial number and where relevant the as-delivered model and thrust rating; and (ii) a removal/installation ('on/off') transaction history detailing an unbroken record of the Flight Hours and Cycles elapsed at each relevant thrust rating (for Engine Life Limited Parts) from new up to current;

**"Bankruptcy Cases"** means the Chapter 11 cases and proceedings initially filed by Lessee and its affiliates on July 1, 2020 under the lead case no. 20-11563 with the Bankruptcy Court and all affiliated and associated filings and proceedings in any other court or jurisdiction relating to such cases;

**"Bankruptcy Court"** means the United States Bankruptcy Court for the Southern District of New York;

**"Base Lease Term"** has the meaning given to such term in Part A of the Financial Terms Annex;

[REDACTED]

**"Business Day"** means any day (other than a Saturday or Sunday) on which banks are open for business in New York City and Mexico City;

**"C Check"** means a block **"C"** check in accordance with the Maintenance Program in effect on the date when such check is carried out;

**"Cape Town Convention"** means The Convention on International Interests in Mobile Equipment, concluded in Cape Town, South Africa, on November 16, 2001 (utilizing the English-language version thereof as in effect in Mexico on the Lease Commencement Date), and references to the Cape Town Convention will include the Protocol as appropriate, and for so long as the Aircraft is registered in Mexico, references to the Cape Town Convention refer to the Cape Town Convention as adopted and implemented in Mexico;

**"Change in Law"** means any enactment, introduction, adoption, abolition, making or variation of, or any change in, deletion from or amendment or addition to, any applicable law, treaty, order or regulation, in each case in any applicable jurisdiction or any change in or any new or further or different interpretation or application of any thereof in any court, and in each case from that existing as at the Lease Commencement Date;

**"Claim"** has the meaning given to it in Clause 14.2 (*Notification and Contest*);

**"Companion Agreement"** means for so long as the Lessor or Owner Participant is an Affiliate of JSA International U.S. Holdings, LLC ("**JSA**") each aircraft lease agreement entered into between Bank of Utah, as owner trustee, or an Affiliate of Owner Participant as lessor and Lessee as lessee as of the date hereof with respect to the leasing of Companion Aircraft; provided that such aircraft lease agreement shall be a "Companion Agreement" for purposes hereof only so long as the lessor thereunder, or if such lessor is a trust, the beneficiary of that trust, is JSA or a Subsidiary of JSA;

**"Companion Agreement Event of Default"** means, in respect of any Companion Agreement, an Event of Default as defined therein;

**“Companion Aircraft”** means the aircraft bearing MSNs [ ];

**“Conditions Precedent”** means the conditions specified in Schedule 3 (*Conditions Precedent*);

**“Consolidated Text”** means the Consolidated Text of the Cape Town Convention and the Protocol attached to Resolution No. 1 of the Final Act of the Diplomatic Conference to adopt the Cape Town Convention and the Protocol held under the auspices of ICAO and UNIDROIT at Cape Town, South Africa from 29 October to 16 November 2001;

**“CPCP”** means corrosion prevention and control program;

**“Cycle”** means one take-off and landing of the Aircraft or, in respect of any Engine or Part temporarily installed on another airframe, one take-off and landing of that other airframe;

**“Damage Notification Threshold”** has the meaning provided in Part A of the Financial Terms Annex;

**“Default Interest”** means any interest paid or payable pursuant to Clause 7.2 (*Default Interest*);

**“Default Rate”** has the meaning given such term in Part A of the Financial Terms Annex;

**“Deregistration Power of Attorney”** means the irrevocable power of attorney from Lessee in the form attached hereto as Schedule 16;

**“Discount Rate”** has the meaning set forth in Part A of the Financial Terms Annex;

**“Dollars”, “\$” and “US\$”** means the lawful currency of the United States of America and, in relation to all payments in dollars to be made under or pursuant to this Agreement, in immediately available funds;

**“EASA”** means the European Aviation Safety Agency and any successor thereof;

**“Engine”** means, whether or not for the time being installed on the Aircraft:

- (a) the engines specified in the Acceptance Certificate; or
- (b) any engine which has replaced that engine, title to which has, or should have, passed to Lessor in accordance with this Agreement, including, without limitation, any Replacement Engine,

and in each case includes all modules and Parts from time to time belonging to or installed in that engine but excludes any properly replaced engine title to which has, or should have, passed to Lessee pursuant to this Agreement;

**“Engine Equivalency Charge”** shall mean the Engine Equivalency Charge calculated pursuant to Part B of the Financial Terms Annex (*Redelivery Maintenance Payment*);



**“Engine LLP Equivalency Charge”** shall mean the Engine LLP Equivalency Charge, if any, calculated pursuant to Part B of the Financial Terms Annex (*Redelivery Maintenance Payment*);

**“Engine Major Module”** means, at any time, any of the major modules of an Engine and which are defined as Engine Major Modules in the Engine Manufacturer’s Maintenance Manual as in effect at that time;

**“Engine Manufacturer”** means [CFM International S.A.]<sup>25</sup>[CFMI International, Inc.]<sup>26</sup>;

**“Engine Major Module Performance Restoration”** means, in respect of an Engine Major Module of an Engine, an off-wing engine shop visit including performance restoration or full overhaul of that Engine Major Module [REDACTED]

**“Engine Performance Restoration”** means in respect of an Engine, the performance of off wing engine maintenance and repair accomplished for that Engine in accordance with the performance or higher workscope sections of the [LMG][WPG], which results in such Engine having, at a minimum, [REDACTED];

**“Engine Warranties Assignment”** means the engine warranty and/or product support assignment entered into or to be entered into between Lessor and Lessee, and the related consent and agreement between Lessor, Lessee and the Engine Manufacturer, in respect of the Engines in the Agreed Form;

**“Equipment Change”** means any modification in or alteration and addition to the Aircraft;

**“Event of Default”** means any event or circumstance specified in Clause 19.1 (*Events*);

**“Excluded Country”** means any country to which the export and/or use of the Airframe Manufacturer’s aircraft is not permitted under any sanctions, orders or legislation from time to time promulgated by any of the United Nations, the European Union, the United States of America or any Government Entity of the State of Registration the effect of which prohibits or restricts the export and/or use of the Airframe Manufacturer’s aircraft to and from and within to such country;

**“Executive Order”** has the meaning given to it in Clause 22.18 (*Know Your Customer/OFAC Compliance*);

**“Expiry Date”** means the scheduled last day of the Base Lease Term or if a Renewal Lease Term is then in effect, the scheduled last day thereof, in each case as may be extended by an Operational Extension;

**“FAA”** means the Federal Aviation Administration of the United States of America and any successor thereof;

**“FAR”** means the Federal Aviation Regulations set forth in Title 14 of the United States Code of Federal Regulations;

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<sup>25</sup> [REDACTED]

<sup>26</sup> [REDACTED]

**“Financial Terms Annex”** means Schedule 4, which contains financial terms that shall be redacted in the counterpart of this Agreement that is filed for recordation with any Aviation Authority or any other Government Entity;

**“Financing Documents”** means each present and/or future document which is from time to time related to any financing of the Aircraft (including for such purpose any mortgage or leasing arrangements whether or not constituting a financing and any documents ancillary thereto);

**“Financing Parties”** means any Person or Persons from time to time notified by Lessor to Lessee as providing financing to Lessor in respect of Lessor’s or Owner Participant’s acquisition, ownership or leasing of the Aircraft, whether by way of loan, head lease or otherwise and shall include the Financing Parties Representative;

**“Financing Parties Representative”** means the Person or Persons that from time to time represent the Financing Parties as agent, trustee, secured party, security trustee, or in another similar capacity, the identity of which Lessor from time to time notifies Lessee as being a Financing Parties Representative;

**“Fixed Rent”** has the meaning given to it in Clause 1 of Part A of the Financial Terms Annex

**“Fixed Rent Date”** means the first calendar day in each Fixed Rent Period; provided, however, that the first Fixed Rent Date shall be the Transition Date;

**“Fixed Rent Period”** has the meaning given to it in Clause 5.1 (*Fixed Rent Periods*);

**“Flight Hour”** means each hour or part thereof (rounded to the nearest minute) elapsing from the moment at which the wheels of the Aircraft leave the ground on the take-off of the Aircraft until the wheels of the Aircraft touch the ground on the landing of the Aircraft following such take-off, or in the case of any Engine or Part installed on another aircraft means each hour or part thereof (rounded to the nearest minute) elapsing from the moment at which the wheels of that aircraft leave the ground on take-off of that aircraft until the wheels of that aircraft touch the ground on the landing of that aircraft following such take-off;

**“FM Rent”** has the meaning given to it in Clause 4.2.2(b);

**“Geneva Convention”** means the Convention on the International Recognition of Rights in Aircraft signed at Geneva, Switzerland on 19 June 1948, and amended from time to time;

**“Government Entity”** means:

- (a) any national government, political subdivision thereof, or local jurisdiction therein;
- (b) any instrumentality, board, commission, court, or agency of any thereof, however constituted;
- (c) any association, organization, or institution of which any of the above is a member or to whose jurisdiction any of the above is subject or in whose activities any of the above is a participant; and

(d) to the extent that an airport, ground handling or air navigation service is not run or provided by an entity which falls within sub-paragraph (a) – (c) above, such relevant entity, body, corporate, organization or institution;

**“Gross Negligence”** means, in relation to an Indemnatee or Tax Indemnatee, gross negligence as determined under New York Law;

**“Grupo Aeromexico”** means Grupo Aeroméxico S.A.B. de C.V. and any entity of which Grupo Aeroméxico S.A.B. de C.V. owns directly or indirectly more than fifty per cent (50%) of the voting share capital;

**“Heavy Maintenance Check”** means a C Check, a Structural Check, an Engine Performance Restoration, APU Medium Repair Shop Visit, an Engine LLP replacement and a Landing Gear Overhaul;

**“IDERA”** means an irrevocable deregistration and export request authorization pursuant to and for the purposes of the Cape Town Convention;

**“Illegality Event”** has the meaning given to it in Clause 19.5(a);

**“Indemnitees”** means each of Lessor Parties, the Financing Parties and each of their respective shareholders, members, managers, partners, Affiliates, contractors, trustees, beneficiaries, directors, officers, servants, agents, representatives, employees, successors, assigns and transferees;

**“Insurances”** means insurances and any reinsurances in respect of the Aircraft described in and complying with the requirements of Clause 15 (*Insurance*) and Schedule 5 (*Insurance Requirements*);

**“International Interest”** has the meaning given to such term in the Consolidated Text;

**“International Registry”** has the meaning given to such term in the Consolidated Text;

**“Landing Gear”** means the complete strut assembly, consisting of the inner and outer cylinders of each main landing gear and nose landing gear and all associated parts that comprise each landing gear assembly, as listed in the Aircraft Documents including side struts, braces, and uplock and downlock mechanisms but excluding, without limitation, rotatable parts such as wheels, tires, brakes, transducers and switch assemblies, title to which is vested in Lessor;

**“Landing Gear Equivalency Charge”** shall mean the Landing Gear Equivalency Charge, if any, calculated pursuant to Part B of the Financial Terms Annex (*Redelivery Maintenance Payment*);

**“Landing Gear Overhaul”** means an overhaul of a Landing Gear assembly in accordance with the Landing Gear Manufacturer’s repair manual that restores such Landing Gear to a “zero time since overhaul” condition in accordance with the Landing Gear Manufacturer’s repair manual and is performed in accordance with the Landing Gear Manufacturer’s overhaul specifications and operating criteria (excluding any rotatable components such as wheels, tires, brakes and consumable items);

**“Law”** includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure in any jurisdiction or any

present or future directive, regulation, request or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of Persons to whom the directive, regulation, request or requirement is addressed);

“**LC Renewal Date**” has the meaning given to it in Clause 6.5(c) (*Letter of Credit*);

“**Lease Commencement Date**” shall mean the date Lessor and Lessee execute the Lease Commencement Date Confirmation;

“**Lease Commencement Date Confirmation**” means a lease commencement date confirmation to be executed and delivered by the parties substantially in the form appearing in Schedule 9;

[“**Lease Supplement**” means the Amended and Restated Lease Supplement to be entered into between Lessee and Lessor on the Lease Commencement Date.]<sup>27</sup>

“**Lessee Conditions Precedent**” means the Conditions Precedent to be satisfied by Lessee, listed at Clause 1 of Schedule 3 (*Conditions Precedent*);

“**Lessor Conditions Precedent**” means the Conditions Precedent to be satisfied by Lessor, listed at Clause 3 of Schedule 3 (*Conditions Precedent*);

“**Lessor Lien**” means:

- (a) any Security Interest in respect of the Aircraft from time to time created by, through or under any Lessor Party or any Affiliate of any Lessor Party in connection with the financing of the Aircraft;
- (b) any other Security Interest in respect of the Aircraft which results from (x) acts of or claims against any Lessor Party, any Affiliate of any Lessor Party, any Financing Party or any Affiliate of any Financing Party not related to the transactions contemplated by or permitted under this Agreement or the other Operative Documents, or (y) any indebtedness, liability or other obligation arising by, through or under any Lessor Party, any Affiliate of any Lessor Party, any Financing Party or any Affiliate of any Financing Party that is not the subject of any Lessee’s indemnity, payment or reimbursement obligation under this Agreement; and
- (c) any Security Interest in respect of the Aircraft for Lessor Taxes;

[REDACTED]

“**Lessor Party**” means each of Lessor, Trust Company and Owner Participant;

“**Lessor Taxes**” means Taxes specified in Clause 20.3(b) (*Tax Indemnity*);

“**Letter of Credit**” means a letter of credit provided pursuant to and in accordance with Clause 6.4 (*Provision of Letter of Credit*);

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<sup>27</sup> [REDACTED]

**“Life Limited Part”** or **“LLP”** means any Part that has a pre-determined life limit as mandated by Manufacturer, the Aviation Authority, the FAA or EASA which requires any such Part to be discarded upon reaching such life limit;

**“Loss”** means any loss, liability, action, claim, proceeding, judgment, penalty, fine, damages, fee, cost or expense (including legal fees and expenses, including legal fees and expenses incurred to enforce any applicable indemnity);

**“Maintenance Program”** has the meaning given to it in Clause 11.5 (*Maintenance Program*);

**“Mandatory Orders”** means all and any Aviation Authority and FAA mandatory orders and Regulations applicable to the Aircraft, any Engine or any Part;

**“Manufacturer”** means, in relation to the Airframe, the Airframe Manufacturer or, in relation to the Engines, the Engine Manufacturer or in relation to any Part, the manufacturer of that Part;

**“Manufacturer’s Maintenance Manual”** means the individual manuals or maintenance data sets published by the Aircraft, Engine and Parts Manufacturer (as the case may be);

**“Manufacturer’s Maintenance Planning Document”** or **“MPD”** means the planning document relating to recommended maintenance of the Aircraft issued by Manufacturer, including the airworthiness limitation section, as the same may from time to time be amended, modified or supplemented;

**“Maximum Deductible Amount”** has the meaning provided in Part A of the Financial Terms Annex;

**“Mexico”** means the United Mexican States;

**“Minimum Liability Coverage”** has the meaning provided in Part A of the Financial Terms Annex;

[REDACTED]

**“OEM”** means in relation to any Part or part the original equipment manufacturer or the original type certification bidder of such Part or part;

[REDACTED]

**“OFAC”** has the meaning given to it in Clause 22.18 (*Know Your Customer/OFAC Compliance*);

**“OP Transferee”** has the meaning given to it in Clause 21.2(c);

**“Operational Extension”** has the meaning set forth in Clause 4.2.1(a) (*Renewal Notice*);

**“Operative Documents”** means (a) this Agreement, [ the Original Acceptance Certificate, the Lease Commencement Date Confirmation, any Renewal Notice, the Airframe Warranty Assignment, the Engine Warranties Assignment, any IDERA issued pursuant to the terms hereof, the Owner Participant Letter and the Deregistration Power of Attorney]<sup>28</sup>, the Financing

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<sup>28</sup> To be updated

Documents and the Trust Agreement, together with (b) any schedules, documents, notices or certificates from time to time executed or issued by Lessee pursuant hereto or thereto and (c) any side letters, supplements, amendments or modifications to any of the foregoing from time to time executed or agreed to by Lessee which (other than in the case of amendments to Operative Documents, which shall automatically be Operative Documents), are agreed in writing by Lessor and Lessee to be Operative Documents for the purposes of this Agreement;<sup>29</sup>

**“Original Acceptance Certificate”** means the [certificate of technical acceptance] dated [\_\_\_\_\_] delivered to Lessor by Lessee under the Prior Lease;

**“Original Delivery Date”** means [\_\_\_\_\_];

**“Other Aircraft”** has the meaning given to it in Clause 12.5(a);

**“Owner Participant”** means [JSA International U.S. Holdings, LLC, a Delaware limited liability company]<sup>30</sup>[Jackson Square Aviation Ireland Limited, a company duly incorporated under the laws of Ireland]<sup>31</sup>;

**“Owner Participant Letter”** means a letter agreement executed by Owner Participant in the form attached hereto as Schedule 12;

**“Paid Amount”** has the meaning given to it in Clause 6.5(h) (*Letter of Credit*);

**“Part”** means, whether or not for the time being installed on the Aircraft:

- (a) any component, furnishing or equipment (other than a complete Engine) furnished with the Aircraft on the Original Delivery Date; and
- (b) any other component, furnishing or equipment (other than a complete Engine) title to which has, or should have, passed to Lessor pursuant to this Agreement;

but excludes any such items title to which has, or should have, passed to Lessee pursuant to this Agreement. For the avoidance of doubt, Part includes the APU;

**“Patriot Act”** has the meaning given to it in Clause 22.18 (*Know Your Customer/OFAC Compliance*);

**“PBH Period”** has the meaning given to it in Clause 5.2 (*PBH Period*);

**“PBH Rent”** has the meaning given to it in Clause 1 of Part A of the Financial Terms Annex;

**“PBH Rent Date”** has the meaning given to it in Clause 5.2 (*PBH Period*);

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<sup>29</sup> Revise to reflect documentation

<sup>30</sup> [REDACTED]

<sup>31</sup> [REDACTED]

**“Permitted Lien”** means:

- (a) any lien for Taxes not assessed or, if assessed, not yet due and payable, or being contested in good faith by appropriate proceedings; or
- (b) any lien of a repairer, mechanic, carrier, hangarkeeper, airport, air navigation authority or other similar lien arising in the ordinary course of business by operation of law in respect of obligations which are not overdue or are being contested in good faith by appropriate proceedings; or
- (c) any Lessor Lien; or
- (d) any lien arising out of any judgment or award against Lessee provided such judgment or award is discharged, vacated or the execution thereof stayed pending appeal within thirty (30) days of the date of entry thereof and so long as during any such period such judgment or award does not involve any material risk of the sale, forfeiture or other loss of the Aircraft or any risk of criminal or material civil liability against Lessor or any other Indemnites;
- (e) any lien arising from the Operative Documents; and
- (f) any rights of a Permitted Sublessee under a sublease or a Person participating in a pooling arrangement contemplated by Clause 10.4;

but only if (in the case of both (a) and (b)) (i) adequate reserves have been taken by Lessee for the payment of such Taxes or obligations; and (ii) such proceedings, or the continued existence of such lien, do not give rise to any material risk of the sale, forfeiture or other loss of the Aircraft or any interest therein or any material risk of criminal liability or material civil liability against Lessor or any other Indemnitee;

**“Permitted Sublessee”** means a sublessee permitted pursuant to the terms of Clause 10.3 (*Subleasing*);

**“Person”** means any individual, firm, partnership, joint venture, trust, corporation, Government Entity, corporate or business association, committee, department, authority or any other entity, incorporated or unincorporated, whether having distinct legal personality or not, or any member of the same and Persons shall be construed accordingly;

**“Pool Aircraft”** has the meaning given to it in Clause 10.4(a)(ii)(A);

**“Post-Closing Authorizations and Filings”** means the authorizations, registrations, documents, filings and other items to be delivered or provided by Lessee after the Lease Commencement Date pursuant to Clause 5 of Schedule 3 (*Conditions Precedent and Post-Closing Matters*);

**“Pre-Approved Sublessee”** means any airline or air operator from time to time listed on Schedule 14 which may be amended from time to time pursuant to Clause 10.3(n) and any Affiliate of any such airline or air operator which is itself an airline or air operator;

**“Prior Lease”** has the meaning given to the term in Clause 2 of this Agreement;

**“Prior Security Deposit”** means any cash or letter of credit provided by Lessee to Lessor as a Security Deposit (as defined in the Prior Lease) under the Prior Lease;

**“Protocol”** means the Protocol to the Convention on Matters Specific to Aircraft Equipment, signed in Cape Town, South Africa on 16 November 2001;

**“RAM”** means the Mexican Aeronautical Registry (*Registro Aeronáutico Mexicano*) or any other Mexican Government Entity succeeding to its functions;

**“Redelivery Acceptance Certificate”** means a redelivery acceptance certificate to be executed and delivered by the parties at redelivery of the Aircraft to Lessor substantially in the form appearing at Schedule 15;

**“Redelivery Check”** means Lessee’s next due block “C” check in accordance with the Maintenance Program during the Term and the revision of the MPD in effect six months prior to the Expiry Date, and includes all inspections, checks and work up to and including those required every [REDACTED];

**“Redelivery Conditions”** means the condition set forth in Schedule 8 (*Redelivery Conditions*);

**“Redelivery Date”** means the date on which the Aircraft is redelivered by Lessee to Lessor in accordance with the terms of this Agreement;

**“Redelivery Location”** means a maintenance or storage facility in Mexico selected by Lessee or such other location as may be agreed by Lessor and Lessee;

**“Redelivery Maintenance Payment”** has the meaning set forth in Part B of the Financial Terms Annex;

**“Regulation”** means any Law or regulation (including any internal corporate regulation), official directive or recommendation, requirement or contractual undertaking which applies to Lessee or the Aircraft;

**“Removed Engine”** means any Engine not installed on the Airframe so long as title thereto remains vested in Lessor in accordance with the terms of this Agreement;

**“Removed Part”** means any Part not installed on the Aircraft so long as title thereto remains vested in Lessor in accordance with the terms of this Agreement;

**“Renewal Lease Term”** means, if applicable, any renewal of the Term pursuant to Clause 4.2 (*Renewal Option*) for a period of twelve (12), twenty-four (24) or thirty-six (36) months duration;

**“Renewal Notice”** a notice substantially in the form of Schedule 10 delivered by Lessee to Lessor pursuant to Clause 4.2.1 (*Renewal Notice*);

**“Rent”** means the PBH Rent and the Fixed Rent;

[REDACTED]



**“Required Redelivery Date”** means the Termination Date (other than a Termination Date of the type described in Clause 4.1(b)) without regard to any extension of the Term pursuant to Clause 18.2 (*Non-Compliance*);

**“Sales Taxes”** means sales, use, rental, value added, goods and services and similar Taxes;

**“SD Difference”** has the meaning given to it in Clause 4.2.2(c);

**“Security Deposit”** means the amount provided in Part A of the Financial Terms Annex;

**“Security Interest”** means any mortgage, charge, pledge, lien, encumbrance, assignment, lease, sublease, hypothecation, right of set-off or any other agreement or arrangement having the effect of conferring security or creating an encumbrance;

**“State of Incorporation”** means Mexico;

**“State of Manufacture”** means the United States of America;

**“State of Registration”** means Mexico or any other country in which the Aircraft is from time to time registered in accordance with Clause 9.5 (*Registration and Protection*);

**“Structural Check Equivalency Charge”** shall mean the Structural Check Equivalency Charge, if any, calculated pursuant to Part B of the Financial Terms Annex (*Redelivery Maintenance Payment*);

**“Structural Checks”** means, with respect to the Airframe, a Structural Check, and shall be construed to imply either the 9 Year SC or the 12 Year SC (or the equivalent Structural Check if such 9 Year SCs and 12 Year SCs are no longer applicable), where:

- (a) **“9 Year SC”** means a structural, zonal and systems inspection of the Aircraft (and resulting repairs, if any) which accomplishes all tasks having an interval of nine (9) years as per the current revision of the Maintenance Program and such additional major structural, zonal and systems tasks performed concurrently therewith as may then be due based upon the performance intervals set out in the then-current revision of the Maintenance Program or if the Maintenance Program has been revised in respect of such Structural Check, an inspection which Lessor agrees in writing is equivalent in scope and content to the foregoing in accordance with the then-current revision of the Maintenance Program; and
- (b) **“12 Year SC”** means a structural, zonal and systems inspection of the Aircraft (and resulting repairs, if any) which accomplishes all tasks having an interval of twelve (12) years as per the current revision of the Maintenance Program and such additional major structural, zonal and systems tasks performed concurrently therewith as may then be due based upon the performance intervals set out in the then-current revision of the Maintenance Program or if the Maintenance Program has been revised in respect of such Structural Check, an inspection which Lessor agrees in writing is equivalent in scope and content to the foregoing in accordance with the then-current revision of the Maintenance Program;

**“Subsidiary”** means, in reference to any Person:

- (a) in relation to any reference to accounts, any company whose accounts are consolidated with the accounts of such Person in accordance with accounting principles generally accepted under accounting standards of such Person’s jurisdiction of organization; and
- (b) for any other purpose, an entity from time to time over which such Person has direct or indirect control and owns directly or indirectly more than 50 per cent of the voting share capital of such entity or of which it has the ability directly or indirectly to appoint or remove more than 50 per cent of the directors with voting rights or officers of such entity or of which it has the ability to give effective directions with respect to and control the management and operational and financial policies and decisions of such entity which the directors or other equivalent officers of such entity are obliged to comply;

**“Surviving Entity”** has the meaning given to it in Clause 9.7(b);

**“Tax Claim”** has the meaning given to it in Clause 20.8 (*Notification*);

**“Tax Indemnatee”** means each of the following: (i) Lessor, (ii) Owner Participant, (iii) the Trust Estate, and (iv) each successor and permitted assign of any of the persons described in clauses (i), (ii) and (iii) hereof;

**“Taxes”** means all present and future taxes, levies, imposts, duties or charges of any nature whatsoever, and wheresoever imposed, including (without limitation) value added tax or any similar tax and any franchise, transfer, sales, use, business, occupation, excise, personal property, real property, stamp, gross income, personal property, fuel, leasing, occupational, turnover, excess profits, excise, gross receipts, franchise, registration, license, corporation, capital gains, export/import, income, levies, imposts, withholdings or other taxes or duties of any nature whatsoever (or any other amount corresponding to any of the foregoing) now or hereafter imposed, levied, collected, withheld or assessed by any national or regional taxing or fiscal authority or agency, together with any penalties, additions to tax, fines or interest thereon, and Tax and Taxation shall be construed accordingly;

**“Term”** means the period commencing on the Lease Commencement Date and ending on the Termination Date and shall include the Base Lease Term and, if applicable, any Renewal Lease Term or Operational Extension;

**“Termination Date”** means the date determined in accordance with Clause 4.1 (*Expiry Date*);

**“Total Loss”** means, with respect to the Aircraft (including for the purposes of this definition the Airframe) or an Engine:

- (a) the actual, constructive, compromised, arranged or agreed total loss of the Aircraft or any Engine (including any damage to the Aircraft or any Engine or requisition for use or hire which results in an insurance settlement on the basis of a total loss); or
- (b) the Aircraft or any Engine being destroyed, damaged beyond economic repair or permanently rendered unfit for normal use for any reason whatsoever; or

- (c) the requisition of title, confiscation, forfeiture or other compulsory acquisition of title for any reason of the Aircraft or any Engine by the government of the State of Registration or any other authority (whether de jure or de facto); or
- (d) the hi-jacking, theft, disappearance, seizure (other than any seizure resulting from a breach by Lessor of its covenant of quiet enjoyment set forth in Clause 8.1) or requisition for use or hire of the Aircraft or any Engine which deprives any Person permitted by this Agreement to have possession and/or use of the Aircraft of its possession and/or use for more than ninety (90) consecutive days or one hundred eighty (180) days beyond the scheduled Expiry Date in the case of requisition for use or hire by the government of the State of Registration;

**“Total Loss Date”** means with respect to the Aircraft (including for the purposes of this definition, the Airframe) or an Engine:

- (a) in the case of an actual total loss or destruction, damage beyond economic repair of the Aircraft or any Engine, or the Aircraft or an Engine being rendered permanently unfit, the date on which such loss, destruction, damage or rendition occurs (or, if the date of loss or destruction is not known, the date on which the Aircraft or Engine was last heard of);
- (b) in the case of a constructive, compromised, arranged or agreed total loss of the Aircraft or any Engine, whichever shall be the earlier of (i) the date being one hundred eighty (180) days after the date on which notice claiming such total loss is issued to the insurers or brokers, and (ii) the date on which such loss is agreed or compromised by the insurers;
- (c) in the case of requisition for title, confiscation, forfeiture or other compulsory acquisition or similar event of the Aircraft or any Engine by the government of the State of Registration or any other authority, the date on which the same takes effect; or
- (d) in the case of hi-jacking, theft, disappearance, seizure or requisition for use or hire of the Aircraft or any Engine, the earlier of (i) the last day of the period referred to in clause (d) of the definition of Total Loss and (ii) the date on which the insurers make payment on the basis of a Total Loss;

**“Transferee”** has the meaning given to it in Clause 21.2(b);

**“Transition Date”** has the meaning given to it in Clause 5.1(b);

**“Trust Agreement”** means the Trust Agreement between Trust Company and Owner Participant in respect of the Aircraft;

**“Trust Company”** means Wells Fargo Trust Company, National Association, a national banking association, in its individual capacity;

**“Trust Estate”** has the meaning set out in the Trust Agreement;

**“UCC”** means the Uniform Commercial Code as enacted in the State of New York or, if the laws of another state of the United States of America so provide, as enacted in such state; and

**“VAT”** has the meaning given to it in Clause 20.5 (*Value Added Tax*).

## 2. Construction and Usage

- (i) References in this Agreement to:
  - (a) any statutory or other legislative provision shall be construed as including any statutory or legislative modification or re-enactment thereof, or any provision enacted in substitution therefor;
  - (b) “Lessor”, “Owner Participant” or “Lessee” includes any assignee or successor in title to Lessor, Owner Participant or Lessee respectively (subject to the provisions of Clause 21 (*Assignment and Transfer*));
  - (c) any deed, agreement or instrument shall include any such deed, agreement or instrument as may from time to time be amended, supplemented or substituted;
  - (d) an “agreement” also includes a concession, contract, deed, franchise, license, treaty or undertaking (in each case, whether oral or written);
  - (e) the “assets” of any Person shall be construed as a reference to the whole or any part of its business, undertaking, property, assets and revenues (including any right to receive revenues);
  - (f) “month” is a reference to a period which starts on one day in a calendar month and ends on the day immediately preceding the numerically corresponding day in the next calendar month, except that if there is no numerically corresponding day in that next month it shall end on the last day of that next month (and references to “months” shall be construed accordingly); and
  - (g) “includes,” “including”, “include” or similar terms shall not be construed as limiting and shall mean “including, without limitation”.
- (ii) Headings are for ease of reference only.
- (iii) Where the context so admits, words importing the singular number only shall include the plural and vice versa, and words importing neuter gender shall include the masculine or feminine gender.

## SCHEDULE 2 REPRESENTATIONS AND WARRANTIES

### 1. Lessee's Representations and Warranties

Lessee represents and warrants to Lessor and Owner Participant on the date of execution of this Agreement by reference to the facts and circumstances existing on such date that:

- (i) **Status:** Lessee is a limited liability stock corporation of variable capital (*sociedad anónima de capital variable*) duly constituted and validly existing under the laws of the State of Incorporation;
- (ii) **Power and Authority:** subject to approval by the Bankruptcy Court of the transactions contemplated by this Agreement, (i) Lessee has the company power and authority to carry on its business as presently being conducted and to enter into and perform its obligations under this Agreement and each other Operative Document to which Lessee is a party, (ii) Lessee has taken all necessary company action to authorize the entry into, performance and delivery of, this Agreement and each other Operative Document to which Lessee is a party, and (iii) this Agreement and each other Operative Document to which Lessee is a party has been duly executed and delivered by Lessee;
- (iii) **Legal validity:** subject to approval by the Bankruptcy Court of the transactions contemplated by this Agreement, this Agreement and each other Operative Document to which Lessee is a party constitutes (or when executed and delivered will constitute) legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with its terms, except insofar as enforceability may be limited by (i) applicable bankruptcy and/or similar laws affecting creditors' rights generally, or (ii) general principles of equity;
- (iv) **Non-conflict:** the entry into and performance by Lessee of, and the transactions contemplated by, this Agreement and each other Operative Document to which Lessee is a party do not: (i) conflict with any Laws or Regulations applicable to Lessee; or (ii) conflict with the organizational documents of Lessee; or (iii) conflict with or result in default under any document which is binding upon Lessee or any of its assets nor result in the creation of any Security Interest over any of its assets (other than as contemplated hereby and thereby);
- (v) **Licenses and permits:** Lessee holds all material licenses, certificates, permits and approvals necessary for the conduct of its business and the performance of its obligations under this Agreement and each other Operative Document to which Lessee is a party;
- (vi) **Approvals and Consents:** subject to approval by the Bankruptcy Court of the transactions contemplated by this Agreement, all authorizations, approvals, consents and notifications required by Lessee in connection with the entry into, performance, validity and enforceability of, this Agreement and each other Operative Document to which Lessee is a party and the transactions contemplated by this Agreement and each other Operative Document to which Lessee is a party, have been obtained or effected (as appropriate) and are in full force and effect;
- (vii) **Registrations and Filings:** except for the Post-Closing Authorizations and Filings, no filing or recording of any instrument or document is necessary under the laws of the State of Incorporation or the State of Registration in order to ensure the validity, effectiveness

and enforceability of this Agreement or to establish, perfect or protect the rights and interests of Lessor in the Aircraft and this Agreement against Lessee;

- (viii) **Excluded Countries:** Lessee does not hold a contract or other obligation to operate the Aircraft to or from any country which is an Excluded Country unless applicable consents, exemptions or licenses have been obtained or apply in respect of such contracts, obligations or operations;
- (ix) **No Litigation:** except as related to the Bankruptcy Cases, no litigation, arbitration or administrative proceedings are pending or, to Lessee's knowledge, threatened before any court or administrative agency against Lessee which, could reasonably be expected to have a material adverse effect upon Lessee's ability to perform its obligations under this Agreement or any other Operative Document;
- (x) **No Event of Default:** other than in respect of any Event of Default as it relates to (1) the period of time before the Bankruptcy Cases or (2) the filing or continuance of the Bankruptcy Cases, no Event of Default has occurred and is continuing or will result from the entry into or performance of this Agreement by Lessee;
- (xi) **Pari Passu:** the obligations of Lessee under this Agreement or any other Operative Document are direct, general and unconditional obligations and rank at least *pari passu* with all other present and future unsecured and unsubordinated obligations (including contingent obligations) of Lessee, with the exception of such obligations as are mandatorily preferred by Law and not by virtue of any contract; and
- (xii) **No Immunity:** Lessee is subject to civil commercial law with respect to its obligations under this Agreement and each other Operative Document, neither Lessee nor any of its assets are entitled to any right of immunity and the entry into and performance of this Agreement or any other Operative Document by Lessee constitute private and commercial acts.

## 2. Lessor's and Trust Company's Representation and Warranties

Each of Lessor and the Trust Company (but, in respect of the Trust Company, only as provided in clauses (i) - (vi) below) represents and warrants to Lessee on the date of execution of this Agreement by reference to the facts and circumstances existing on such date that:

- (i) **Status:** (i) The Trust Company is a trust company duly organized and validly existing under the laws of the State of Delaware and is in good standing under the laws of the United States of America and each of the Trust Company and the Trust is a tax resident of the United States of America for purposes of the United States-Mexico Tax Treaty, and (ii) Lessor is a statutory trust organized under and subject to the laws of the State of Delaware;
- (ii) **Power and Authority:** (i) each of the Trust Company and Lessor has the power and authority to carry on its business as presently being conducted and to enter into and perform its obligations under the Trust Agreement, this Agreement, and each of other Operative Document to which it is a party, (ii) the Trust Company has taken all necessary corporate action to authorize the entry into, the delivery of, and the performance by it and the Lessor of the Trust Agreement, this Agreement and each other Operative Document to which it or Lessor is a party, and (iii) the Trust Agreement, this Agreement and each

other Operative Document to which the Trust Company or Lessor is a party has been duly executed and delivered by the Trust Company in its individual capacity or as Lessor, as applicable;

- (iii) **Legal Validity:** the Trust Agreement, this Agreement and each other Operative Document to which the Trust Company or Lessor is a party constitutes its valid, legal and binding obligation enforceable against it in accordance with its terms except insofar as enforceability may be limited by (i) applicable bankruptcy and similar laws afflicting creditors' rights generally or (ii) general principles of equity;
- (iv) **Non-conflict:** the entry into and performance by each of the Trust Company and Lessor of, and the transactions contemplated by, the Trust Agreement, this Agreement, each other Operative Document to which it is a party, does not and will not: (i) conflict with any Laws or Regulations applicable to the Trust Company or Lessor; or (ii) conflict with the constitutional documents of the Trust Company or Lessor; or (iii) conflict with or result in default under any document which is binding upon the Trust Company or Lessor or any of the Trust Company's or Lessor's assets; or (iv) result in the creation of any Security Interest over any of the Trust Company's or Lessor's assets other than Lessor Liens in favor of the Financing Parties Representative;
- (v) **Approvals and Consents:** no consent, approval, order or authorization of, or giving of notice to, or registration with, or taking of any other action in respect of any state or local governmental authority or agency or any United States federal governmental authority or agency regulating the trust powers of the Trust Company in its individual capacity is required for the execution and delivery of or the carrying out by, the Trust Company, in its individual capacity or as Lessor, as the case may be, of any of the transactions contemplated hereby or by the Trust Agreement, this Agreement or any other Operative Document to which the Trust Company or Lessor is a party, other than any such consent, approval, order, authorization registration, notice or action as has been duly obtained, given or taken;
- (vi) **No Litigation:** no litigation, arbitration or administration proceedings are pending or to Lessor's knowledge or in the case of the Trust Company, to Trust Company's knowledge, threatened before any court or administrative agency against Lessor or the Trust Company which could reasonably be expected to have a material adverse effect upon Lessor's or the Trust Company's ability to perform its respective obligations under the Trust Agreement, this Agreement or any other Operative Document; and
- (vii) **Title:** Lessor has good and marketable title to the Aircraft, free of all Security Interests arising by, through or under any Lessor Party other than Lessor Liens in favor of the Financing Parties Representative.

### 3. Survival

The representations and warranties pursuant to Clauses 1 and 2 of this Schedule 2 (*Representations and Warranties*) shall survive the execution of this Agreement.

**SCHEDULE 3**  
**CONDITIONS PRECEDENT AND POST-CLOSING MATTERS**

**Conditions Precedent to be satisfied by Lessee**

1. Lessor's obligations to lease the Aircraft to Lessee on the terms and conditions set forth herein is subject to the satisfaction of the Conditions Precedent set out in Clause 1 of this Schedule 3 (the "**Lessee Conditions Precedent**"). All documents delivered to Lessor pursuant to Clause 1 of this Schedule 3 will be at Lessee's cost and in English.
  - (a) On or before the Lease Commencement Date, Lessee shall provide the following each in full force as of the Lease Commencement Date and each in form and substance satisfactory to Lessor and Owner Participant (acting reasonably):
    - (i) **Corporate Documents:** a copy of the following items of Lessee: (a) the organizational documents of Lessee, (b) an abstract of the resolutions of the board of directors of Lessee or other written evidence of appropriate corporate action authorizing the execution, delivery and performance of this Agreement and the leasing of the Aircraft thereunder and appointing a specified Person or Persons to execute each Operative Document to which Lessee is a party on its behalf and (c) a specimen of the signature of each Person authorized to execute this Agreement on behalf of Lessee;
    - (ii) **Officer's Certificate:** a certificate of an officer or director of Lessee certifying that on the Lease Commencement Date: (a) the documents provided in Clause 1(a)(i) are true and complete copies of such items and have not be modified or amended and are in full force and effect; (b) no Event of Default has occurred or would be caused by the leasing of the Aircraft to Lessee pursuant to this Agreement; and (c) all of the representations and warranties of Lessee under the Operative Documents that are entered into on the Lease Commencement Date are true and correct;
    - (iii) **Bankruptcy Court Order:** an order entered by the Bankruptcy Court authorizing Lessee's entry into the transactions contemplated under this Agreement and approval of the transactions contemplated hereby;
    - (iv) [REDACTED]
    - (v) **Approvals and Consents:** evidence of the issue of each authorization, approval, consent and notification other than the Post-Closing Authorizations and Filings which may be required in relation to, or in connection with the performance by Lessee of any of its obligations hereunder or under the other Operative Documents to which it is a party or, if no such approvals are required, a statement to that effect included in the legal opinion described in Clause 1(a)(iv) of this Schedule;
    - (vi) **Financing Documents:** if applicable, to the extent required by the Financing Parties Representative, Lessee shall have executed any Financing Document reasonably requested by Lessor in form and substance reasonably satisfactory to Lessee to maintain the assignment to the Financing Parties Representative of certain of Lessor's interests in the Aircraft and this Agreement; and



- (vii) **Operative Documents:** Lessor shall have received copies of this Agreement and the other Operative Documents to which Lessee is a party, in each case, duly executed by Lessee.
2. **Waiver:** Each of the Conditions Precedent set out in Clause 1 of this Schedule 3 is for the sole benefit of Lessor and may be waived or deferred by Lessor in whole or in part with or without conditions.
3. **Conditions Precedent to be Satisfied by Lessor:** Lessee's willingness to lease the Aircraft from Lessor on the terms and conditions set forth herein is subject to the satisfaction of the Conditions Precedent set out in this Clause 3 to this Schedule 3 (the "**Lessor Conditions Precedent**"). All documents delivered to Lessee pursuant to this Clause 3 of this Schedule 3 will be at Lessor's cost and in English.
- (a) On or before the Lease Commencement Date, Lessor shall provide the following each in full force as of the Lease Commencement Date and each in form and substance satisfactory to Lessee (acting reasonably):
- (i) **Corporate Documents:** (1) a copy of (x) the organizational documents of the Trust Company, (y) an abstract of the resolutions of the board of directors of the Trust Company which may be standing resolutions sufficient to authorize officers or others to execute and deliver the Operative Documents entered into as of the Lease Commencement Date to which the Trust Company is a party on behalf of the Trust Company and this Agreement and each other Operative Document entered into as of the Lease Commencement Date to which Lessor is a party on behalf of Lessor and (z) a specimen of the signature of each Person authorized to execute the Agreement and each other Operative Document entered into as of the Lease Commencement Date on behalf of the Trust Company and Lessor; and (2) a copy of (x) the organizational documents of Owner Participant, (y) an abstract of the resolutions of the board of directors of Owner Participant or other written evidence of appropriate corporate action authorizing the execution, delivery and performance of the Operative Documents entered into as of the Lease Commencement Date to which Owner Participant is party and appointing a specified Person or Persons to execute the same on their behalf, and (z) a specimen of the signature of each Person authorized to execute the Operative Documents entered into as of the Lease Commencement Date on behalf of the Owner Participant;
- (ii) **Officer's Certificate:** (i) a certificate of an officer or director of the Trust Company certifying that on the Lease Commencement Date: (a) the documents provided in Clause 3(a)(i)(1) by the Trust Company are true and complete copies of such items and have not be modified or amended and are in full force and effect; and (b) all of the representations and warranties of the Trust Company in the Operative Documents entered into as of the Lease Commencement Date are true and correct, and (ii) a certificate of an officer or director of the Owner Participant certifying that on the Lease Commencement Date: (a) the documents provided in Clause 3(a)(i)(2) are true and complete copies of such items and have not be modified or amended and are in full force and effect; and (b) all of the representations and warranties of Owner Participant in the Operative Documents entered into as of the Lease Commencement Date are true and correct;

- (iii) **Approvals and Consents:** evidence of the issue of each authorization, approval, consent and notification other than the Post-Closing Authorizations and Filings which may be required in relation to, or in connection with the performance by Trust Company, Lessor and Owner Participant of any of their obligations hereunder or any Operative Document (if any);
  - (iv) [REDACTED]
  - (v) **Quiet Enjoyment Letter:** if applicable, Lessee shall have received a letter of quiet enjoyment containing terms substantially similar to Clause 8.1 (*Quiet Enjoyment*) hereof from the Financing Parties Representative in form and substance reasonably satisfactory to Lessee; and
  - (vi) **Operative Documents.** Lessee shall have received: (i) a copy of this Agreement duly executed by Lessor, (ii) a copy of the Owner Participant Letter duly executed by the Owner Participant, (iii) a copy of the Trust Agreement duly executed by the Trust Company and the Owner Participant, and (iv) copies of the other Operative Documents duly executed by the parties thereto (other than Lessee).
4. **Waiver:** Each of the Conditions Precedent set out in Clause 3 of this Schedule 3 is for the sole benefit of Lessee and may be waived or deferred by Lessee in whole or in part with or without conditions.
5. **Post-Closing Matters:** Lessee shall:
- (a) within [REDACTED] of the Lease Commencement Date, provide evidence of filing from FAA counsel of this Agreement and the Lease Supplement with the FAA;
  - (b) within [REDACTED] after the later of: Lease Commencement Date, and receipt by Lessee of necessary documents from Lessor, (i) a ratified and apostilled copy of this Agreement (in addition to the original and ratified set to the filed), and, (ii) evidence to Lessor of the filing of this Agreement with the AFAC;
  - (c) within [REDACTED] after the Lease Commencement Date, provide to Lessor a certified translation of this Agreement;
  - (d) within [REDACTED] of delivery of the updated permanent certificate of registration in accordance with Clause (d) of Schedule 3, a copy of the official letter(s) granting registration issued by the AFAC with respect of the Aircraft and approving the recordation of this Agreement with the RAM;
  - (e) within [REDACTED] after the Lease Commencement Date, provide to Lessor the Deregistration Power of Attorney, granted before a Mexican notary public in favor of Lessor;
  - (f) within [REDACTED] of the Lease Commencement Date, a confirmation memo by FAA counsel evidencing recordation of this Agreement [and the Lease Supplement]<sup>32</sup> with the FAA;

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<sup>32</sup> [REDACTED]

- (g) deliver to Lessor not later than [REDACTED] after the Lease Commencement Date (or such longer period as may be required giving consideration to any delays or closures arising from COVID-19), a copy of an updated permanent certificate of registration (*Certificado de Matrícula Definitivo*) in the name of Lessee as lessee and also noting the interests of the Lessor as owner;
- (h) as soon as reasonably practicable and in any event not later than [REDACTED] after the Lease Commencement Date effect the registrations relating to the Aircraft with the International Registry in accordance with Clause 9.5 (*Registrations and Protections*) [and provide to Lessor copies of the AEP Codes issued by the RAM in respect of each International Interest to be registered with the International Registry pursuant to this Agreement]<sup>33</sup> and a copy of the priority search certificates of the International Registry in respect of the Airframe and each Engine evidencing such registrations; and
- (i) within f[REDACTED] of the Lease Commencement Date, evidence of the filed UCC Form 1 financing statement with respect to this Agreement.

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<sup>33</sup> [REDACTED]

**SCHEDULE 4**  
**FINANCIAL TERMS ANNEX (CONFIDENTIAL)**

*(NOT FOR FILING WITH THE AVIATION AUTHORITY)*

**PART A**  
**BASE LEASE TERM RENT AND CERTAIN DEFINITIONS**

**1. Base Lease Term and Rent**

The Base Lease Term shall commence on the Lease Commencement Date and end on [REDACTED].

**Fixed Rent**

For each Fixed Rent Period during the Base Lease Term, the amount of [REDACTED] shall be payable on each Fixed Rent Date during the Base Lease Term (the “**Fixed Rent**”).

**[PBH Rent]**<sup>34</sup>

During the PBH Period, PBH Rent for a calendar month will be calculated in accordance with the following formula and [REDACTED]

**2. Security Deposit**

“**Prior Security Deposit**” means [REDACTED]

Subject to Clause 6, from and after the Lease Commencement Date, the Security Deposit shall be equal to one month’s Fixed Rent. The amount of the Security Deposit will be adjusted during each Renewal Lease Term pursuant to Clause 4.2.2(c).

**3. Damage Notification Threshold**

For the purposes of Clause 9.2(b) (*Information – General and Financial*) and Schedule 5 (*Insurance Requirements*) of this Agreement

“**Damage Notification Threshold**” means [REDACTED]

**4. Insurance and Default Matters**

For the purposes of Clause 15 (*Insurance*) and Schedule 5 (*Insurance Requirements*) of this Agreement:

“**Agreed Value**” means [REDACTED]

“**Minimum Liability Coverage**” means [REDACTED]

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<sup>34</sup> [REDACTED]

**“Maximum Deductible Amount”** means [REDACTED]

**“Default Rate”** means [REDACTED]

**“Discount Rate”** means [REDACTED]

5. [REDACTED]

6. Approved Appraisers

The appraisers for purposes of Clause 4.2.2(b) of the Agreement are: [REDACTED]

7. [REDACTED]

**PART B**  
**REDELIVERY MAINTENANCE PAYMENT**

**A. Redelivery Maintenance Payment**

On the Redelivery Date, Lessee shall pay Lessor an amount equal to the total net sum of the Structural Check Equivalency Charge, Engine Equivalency Charge, Engine LLP Equivalency Charge, APU Equivalency Charge and Landing Gear Equivalency Charge (the “**Redelivery Maintenance Payment**”). For the avoidance of doubt, the Redelivery Maintenance Payment may be offset by the Security Deposit pursuant to Clause 6.2 hereof.

**B. Structural Check Equivalency Charge**

- (a) The Structural Check Equivalency Charge for the 9 Year SC shall be calculated pursuant to the following formula:

$$A = (W/B) \times (C - E)$$

Where:

**A** is the Structural Check Equivalency Charge for the 9 Year SC

**W** is the labor and market cost of the 9 Year SC based on (i) Lessee’s costs for a Boeing [737-800][737 MAX 8] 9 Year SC over [REDACTED]; [or] (ii) if not enough data is available or if Lessee and Lessor are in dispute on such cost, then the average of [REDACTED] invoices for such work from reputable maintenance providers who are FAA/EASA approved repair stations to accomplish such a Structural Check, [REDACTED] to be provided by Lessee, and [REDACTED] to be provided by Lessor[, or (iii) if not enough recent invoices are available, then Lessee’s costs for an equivalent Boeing 737-800 aircraft structure check]<sup>35</sup>.

**B** is the total interval of calendar months (or Cycles or Flight Hours, if applicable) between 9 Year SCs for that aircraft type based on Lessee’s historic practices for Boeing [737-800][737 MAX 8] in its fleet.

**C** is, as applicable, the actual number of calendar months, Cycles or Flight Hours elapsed as of the Redelivery Date since the last 9 Year SC (or if there has not been any 9 Year SC prior to the Redelivery Date, then since new).

**E** is, as applicable, the actual number of calendar months elapsed (or Cycles or Flight Hours, if applicable) as of [REDACTED] since the last 9 Year SC (or if there has not been any 9 Year SC prior to [REDACTED], then [REDACTED])

[REDACTED]

- (b) The Structural Check Equivalency Charge for the 12 Year SC shall be calculated pursuant to the following formula:

$$A = (W/B) \times (C - E)$$

Where:

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<sup>35</sup> [REDACTED]

**A** is the Structural Check Equivalency Charge for the 12 Year SC

**W** is the labor and market cost of the 12 Year SC based on (i) Lessee's costs for a Boeing [737-800][737 MAX 8] 12 Year SC over the previous[REDACTED]; [or] (ii) if not enough data is available or if Lessee and Lessor are in dispute on such cost, then the average of [REDACTED] invoices for such work from reputable maintenance providers who are FAA/EASA approved repair stations to accomplish such a Structural Check, [REDACTED] to be provided by Lessee, and [REDACTED] to be provided by Lessor[, or (iii) if not enough recent invoices are available, then Lessee's costs for an equivalent Boeing 737-800 aircraft structure check]<sup>36</sup>.

**B** is the total interval of calendar months (or Cycles or Flight Hours, if applicable) between 12 Year SCs for that aircraft type based on Lessee's historic practices for Boeing [737-800][737 MAX 8] in its fleet.

**C** is, as applicable, the actual number of calendar months, Cycles or Flight Hours as of the Redelivery Date since the last 12 Year SC (or if there has not been any 12 Year SC prior to the Redelivery Date, then since new).

**E** is, as applicable, the actual number of calendar months elapsed (or Cycles or Flight Hours, if applicable) as of [REDACTED] since the last 12 Year SC (or if there has not been any 12 Year SC prior to [REDACTED] then [REDACTED]

[REDACTED]

### **C. Landing Gear Equivalency Charge**

The Landing Gear Equivalency Charge shall be calculated pursuant to the following formula:

$$A = (W/B) \times (C - E)$$

Where:

**A** is the Landing Gear Equivalency Charge

**W** is the labor and market cost of accomplishing a Landing Gear Overhaul in respect of the Landing Gear based on (i) Lessee's costs for a Boeing [737-800][737 MAX 8] Landing Gear Overhaul over the previous [REDACTED] [or] (ii) if not enough data is available or if Lessee and Lessor are in dispute on such cost, then the average of [REDACTED] invoices for such work from reputable maintenance providers who are FAA/EASA approved repair stations to accomplish such a Landing Gear Overhaul, [REDACTED] to be provided by Lessee, and [REDACTED] to be provided by Lessor [, or (iii) if not enough recent invoices are available, then Lessee's costs for an equivalent Boeing 737-800 landing gear overhaul]<sup>37</sup>.

**B** is the total interval of calendar months (or Cycles or Flight Hours, if applicable) between Landing Gear Overhauls for that Landing Gear based on Lessee's historic practices for Boeing [737-800][737 MAX 8] in its fleet.

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<sup>36</sup> [REDACTED]

<sup>37</sup> [REDACTED]

C is, as applicable, the actual number of calendar months, Cycles or Flight Hours elapsed as of the Redelivery Date since the last Landing Gear Overhaul (or if there has not been any Landing Gear Overhaul prior to the Redelivery Date, then since new).

E is, as applicable, the actual number of calendar months elapsed (or Cycles or Flight Hours, if applicable) as of [REDACTED] since the last Landing Gear Overhaul (or if there has not been any Landing Gear Overhaul prior to of [REDACTED] then [REDACTED]

[REDACTED]

#### **D. Engine LLP Equivalency Charge**

The Engine LLP Equivalency Charge in respect of an Engine LLP shall be calculated pursuant to the following formula:

$$A = (W/B) \times (C - E)$$

Where:

A is the Engine LLP Equivalency Charge for that Engine LLP.

W is Engine Manufacturer's published list price for that Engine LLP at the time of redelivery.

B is the then current Cycle life limit for that Engine LLP as referenced in the Engine Manufacturer's Maintenance Manual Chapter 5; provided however, (i) if Lessor has accepted an extended hard life Cycle limit pursuant to Clause E of Schedule 8 (*Redelivery Conditions*) for that Engine LLP, then such extended hard life Cycle limit shall be used instead, or (ii) if Lessee is able to transfer the warranted Ultimate Life from the OEM, then such Ultimate Life shall be used instead, whichever is longer.

C is the actual number of Cycles accumulated by that Engine LLP since new.

E is, as applicable, the actual number of Cycles as of [REDACTED]

[REDACTED]

#### **E. Engine Equivalency Charge**

The Engine Equivalency Charge shall be calculated pursuant to the following formula:

$$A = (W/B1) \times (C - E)$$

Where:

A is the Engine Equivalency Charge

W is the labor and market cost of accomplishing an Engine Major Module Performance Restoration in respect of an Engine Major Module on an Engine based on (i) Lessee's costs for a Boeing [737-800][737 MAX 8] Engine Major Module Performance Restoration multiplied by the Engine Major Module split percentage for such Engine Major Module over the previous [REDACTED]; [or] (ii) if not enough data is available or if Lessee and Lessor are in dispute on such cost, then the average of [REDACTED] invoices for such work from reputable maintenance providers who are FAA/EASA approved repair stations to accomplish such an Engine Major Module Performance Restoration, [REDACTED] to be provided by Lessee, and [REDACTED] to be provided by Lessor[, or (iii) if not enough recent invoices



are available, then Lessee's costs for an equivalent Boeing 737-800 an Engine Major Module Performance Restoration.] <sup>38</sup>

**B** is the total interval of calendar months (or Cycles or Flight Hours, if applicable) between the first-run Engine Major Module Performance Restorations for that Engine Major Module based on Lessee's historic practices for Boeing [737-800][737 MAX 8] in its fleet.

**B1** is the total interval of calendar months (or Cycles or Flight Hours, if applicable) between the Engine Major Module Performance Restorations for that Engine Major Module at Redelivery based on Lessee's historic practices for Boeing [737-800][737 MAX 8] in its fleet.

**C** is, as applicable, the actual number of calendar months, Cycles or Flight Hours elapsed as of the Redelivery Date since the last Engine Major Module Performance Restoration for such Engine Major Module (provided that such Engine Major Module Performance Restoration was completed at an Engine Performance Restoration shop visit) (or if there has not been any such Engine Major Module Performance Restoration completed on such Engine Major Module at an Engine Performance Restoration shop visit prior to the Redelivery Date, then since new).

**E** is, as applicable, the actual number of calendar months elapsed (or Cycles or Flight Hours, if applicable) as of [REDACTED] since the last Engine Major Module Performance Restoration for such Engine Major Module (provided that such Engine Major Module Performance Restoration was completed at an Engine Performance Restoration shop visit) (or if there has not been any Engine Major Module Performance Restoration completed on such Engine Major Module at an Engine Performance Restoration shop visit prior to [REDACTED], then [REDACTED])

[REDACTED]

The module split percentage shall be mutually agreed by the Lessor and the Lessee based on (i) the Engine Manufacturer's then applicable workscope planning guide, and (ii) the Engine Manufacturer's then applicable observed experience with respect to engines of a similar type to the Engines and the Engine Manufacturer's recommendations.

#### **F. APU Equivalency Charge**

The APU Equivalency Charge shall be calculated pursuant to the following formula:

$$A = (W/B) \times (C - E)$$

Where:

**A** is the APU Equivalency Charge

**W** is the labor and market cost of accomplishing an APU Medium Repair Shop Visit in respect of the APU based on (i) Lessee's costs for a Boeing [737-800][737 MAX 8] APU Medium Repair Shop Visit over the previous [REDACTED]; [or] (ii) if not enough data is available or if Lessee and Lessor are in dispute on such cost, then the average of [REDACTED] invoices for such work from reputable maintenance providers who are FAA/EASA approved repair stations to accomplish such an APU Medium Repair Shop Visit, [REDACTED] to be provided by Lessee, and [REDACTED] to be provided by Lessor[, or

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<sup>38</sup> [REDACTED]

(iii) if not enough recent invoices are available, then Lessee's costs for an equivalent Boeing 737-800 APU Medium Repair Shop Visit for the corresponding APU].<sup>39</sup>

**B** is the total interval of calendar months (or Cycles or Flight Hours, if applicable) between an APU Medium Repair Shop Visit for that APU based on Lessee's historic practices for Boeing [737-800][737 MAX 8] in its fleet.

**C** is, as applicable, the actual number of calendar months, Cycles or Flight Hours elapsed as of the Redelivery Date since the last APU Medium Repair Shop Visit (or if there has not been any APU Medium Repair Shop Visit prior to the Redelivery Date, then since new).

**E** is, as applicable, the actual number of calendar months elapsed (or Cycles or Flight Hours, if applicable) as of [REDACTED] since the last APU Medium Repair Shop Visit (or if there has not been any APU Medium Repair Shop Visit prior to [REDACTED], then [REDACTED])

[REDACTED]

For each of the above payment items, the invoices or quotations provided by Lessee or Lessor shall contain sufficient detail so as to evidence that such invoice or quotation reflects the relevant workscope in a manner to be consistent with the required performance restoration visit or check. For the purposes of calculating the Redelivery Maintenance Payments, the condition of the Aircraft as of [REDACTED] is set forth in Schedule 18 (*Petition Date Condition*).

G. [REDACTED]

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<sup>39</sup> [REDACTED]

## SCHEDULE 5 INSURANCE REQUIREMENTS

### Types of Insurance

1. The Insurances required to be maintained are as follows:
  - (a) Hull All Risks of loss or damage while flying and on the ground with respect to the Aircraft on an agreed value basis for the Agreed Value and with a deductible not exceeding the Maximum Deductible Amount each claim, or such other amount agreed by Lessee and Lessor from time to time, it being agreed that any deductible in excess of the Maximum Deductible Amount may be covered by a deductible buy-down;
  - (b) Hull War and Allied Perils, being such risks excluded from the Hull All Risks Policy to the fullest extent available from the leading international insurance markets, including confiscation and requisition by the State of Registration, for the Agreed Value;
  - (c) All Risks (including War and Allied Risk except when on the ground or in transit other than by air) property insurance on all Engines and Parts when not installed on the Aircraft on an "agreed value" basis for their full replacement cost and including engine test and running risks;
  - (d) Aircraft Third Party, Property Damage, Passenger, Baggage, Cargo and Mail and Airline General Third Party (including Products) Legal Liability for a combined single limit (bodily injury/property damage) of an amount not less than the Minimum Liability Coverage for the time being for any one occurrence each aircraft (but in respect of products and personal injury liability, this limit shall be an aggregate limit for any and all losses occurring during the currency of the policy). War and Allied Risks are also to be covered under the policy to the fullest extent available from the leading international insurance markets (which coverage shall include but not be limited to an extended war risk coverage endorsement equivalent to the terms of AVN52E but for a combined single limit of an amount not less than the Minimum Liability Coverage).

### Terms of Hull Insurance

2. All required hull insurance, so far as it relates to the Aircraft, will:
  - (a) **Additional Assureds:** name Lessor and any Financing Parties Representative, and each of their respective successors and assigns, for their respective rights and interests;
  - (b) **Settlement of Losses:** name Lessor (or, if Lessor so notifies Lessee, the Financing Parties Representative) as (sole) Loss Payee for the Agreed Value in respect of any Total Loss of the Aircraft or Airframe for an amount equal to the Agreed Value, and **provided that** any such Total Loss will be settled with Lessor (or, if applicable, the Financing Parties Representative) and will be payable in Dollars directly to Lessor (or, if applicable, the Financing Parties Representative) as sole Loss Payee (or, if applicable, the Financing Parties Representative) may direct and further **provided that** where proceeds do not relate to a Total Loss of the Aircraft or the Airframe such proceeds will be applied in accordance with Clause 6(b) of this Schedule 5 and where the loss does not exceed the Damage Notification Threshold and Lessor has not notified the insurers to the contrary

due to the continuance of an Event of Default, the loss will be settled with and paid to Lessee;

- (c) **50/50 Provision:** if separate hull “all risks” and “war risks” insurances are arranged, include a 50/50 provision in accordance with market practice (AVS 103 is the current market language); and
- (d) **No option to Replace:** confirm that the insurers are not entitled to replace the Aircraft in the event of an insured Total Loss.

### Terms of Liability Insurance

3. All required liability insurances will:

- (a) **Additional Insureds:** name the Indemnitees and the Financing Parties Representative (if any) for their respective rights and interests;
- (b) **Severability:** include a severability of interests clause which provides that the insurance, except for the limit of liability, will operate to give each insured the same protection as if there was a separate policy issued to each insured;
- (c) **Primary Policy:** contain a provision confirming that the policy is primary without right of contribution, and the liability of the insurers will not be affected by any other insurance of which any Indemnatee or Lessee may have the benefit so as to reduce the amount payable to the additional insureds under such policies.

### Terms of All Insurances

4. All Insurances will to the extent not inconsistent with AVN67B (or any subsequent endorsement generally accepted by lessors and lenders in respect of insuring leased and financed aircraft operated by commercial air carriers):

- (a) **Dollars:** provide cover denominated in dollars and any other currencies which Lessor may reasonably require in relation to liability insurance;
- (b) **Worldwide:** operate on a worldwide basis subject to such limitations and exclusions as are customary in insurance coverages carried by major Central American air carriers operating aircraft of the same type as the Aircraft;
- (c) **Acknowledgement:** acknowledge the insurer is aware of this Agreement and that the Aircraft is owned by Lessor and to the extent applicable mortgaged to the Financing Parties Representative (if any);
- (d) **Breach of Warranty:** provide that, in relation to the interests of each of the additional insureds, the Insurances will not be invalidated by any act or omission by Lessee, or any other Person other than the respective additional insureds seeking protection and shall insure the interests of each of the additional insureds regardless of any breach or violation by Lessee, or any other Person other than the respective additional insureds seeking protection of any warranty, declaration or condition, contained in such Insurances;

- (e) **Subrogation:** provide that the insurers will hold harmless and waive any rights of recourse against the additional assureds or to be subrogated to any rights of Lessor, the Financing Parties Representative (if any), or Lessee;
- (f) **Premiums:** provide that the additional insureds will have no obligation or responsibility for the payment of any premiums due (but reserve the right to pay the same should any of them elect so to do) and that the insurers will not exercise any right of set-off or counter-claim in respect of any premium due against the respective interests of the additional insureds other than outstanding premiums relating to the Aircraft, any Engine or Part the subject of the relevant claim;
- (g) **Cancellation/Change:** provide that the Insurances will continue unaltered for the benefit of the additional insureds for at least thirty days after written notice by registered mail or fax of any cancellation, change, event of non-payment of premium or installment thereof has been sent by insurer(s) to Lessor, Owner Participant, the Financing Parties Representative (if any), or where an insurance broker is appointed to the insurance broker who shall promptly send on such notice to Lessor, Owner Participant and the Financing Parties Representative (if any), except in the case of war risks for which seven days (or such lesser period as is or may be customarily available in respect of war risks or allied perils) will be given, or in the case of war between the five great powers or nuclear peril for which termination is automatic;
- (h) **Reinsurance:** reinsurance, as applicable, shall be placed with reinsurers and through brokers, in each case satisfying the requirements of Clause 15(b)(ii) of the Agreement and such reinsurance will:
  - (i) be on the same terms as the original insurances and will include the provisions of this Schedule;
  - (ii) provide that notwithstanding any bankruptcy, insolvency, liquidation, dissolution or similar proceedings of or affecting the reinsured that the reinsurers' liability will be to make such payments as would have fallen due under the relevant policy of reinsurance if the reinsured had (immediately before such bankruptcy, insolvency, liquidation, dissolution or similar proceedings) discharged its obligations in full under the original insurance policies in respect of which the then relevant policy of reinsurance has been effected; and
  - (iii) contain a "cut-through" clause in the following form (or otherwise reasonably satisfactory to Lessor):

**"The Reinsurers hereby agree (at the request and with the agreement of the Reinsured) that in the event of any valid claim arising hereunder the Reinsurers shall in lieu of payment to the Reinsured, its successors in interest and assigns pay to the person named as loss payee in accordance with Loss Payable Clause under the original insurances effected by the Insured that portion of any loss due for which the Reinsurers would otherwise be liable to pay the Reinsured (subject to proof of loss), it being understood and agreed that any such payment by the Reinsurers shall fully discharge and release the Reinsurers from any and all further liability with such claim.**

**The Reinsurers reserve the right to set off against any claim payable hereunder in accordance with this clause any outstanding premiums due on the reinsurance in respect of the Aircraft.**

**Payment shall be made under this reinsurance notwithstanding any bankruptcy, insolvency, liquidation or dissolution of the Reinsured, and/or that the original Insurer has made no payment under the original insurance policies.**

**Subject any payment due under this clause shall not contravene any law or decree of the Government of Mexico or any other applicable jurisdiction;"**

- (i) **Initiating Claims:** contain a provision entitling Lessor or any insured party to initiate a claim under any policy in the event of the refusal or failure of Lessee to do so; and
- (j) **Indemnities:** accept and insure the indemnity provisions of this Agreement.

#### **Deductibles**

- 5. Lessee shall be responsible for any and all deductibles under the Insurances.

#### **Application of Insurance Proceeds**

- 6. The Insurances will be endorsed to provide for payment of proceeds as follows:
  - (a) **Total Loss:** all insurance payments received as the result of a Total Loss occurring during the Term will be paid to or as directed by Lessor and Lessor will pay the balance of those amounts to Lessee after deduction of the Agreed Value and all other amounts which may be or become payable by Lessee to Lessor under this Agreement;
  - (b) **Other Loss/Damage:** all insurance proceeds of any property, damage or loss to the Aircraft, any Engine or any Part occurring during the Term not constituting a Total Loss will be applied in payment (or to reimburse Lessee) for repairs or replacement property upon Lessor being satisfied (acting reasonably) that the repairs or replacement have been effected in accordance with this Agreement;
  - (c) **Liability Proceeds:** all insurance proceeds in respect of third party liability will be paid directly in satisfaction of the relevant liability or to Lessee in reimbursement of any payment so made; and
  - (d) **Default:** notwithstanding the foregoing Clauses (a) and (b) above, if at the time of the payment of any such insurance proceeds under the insurances required under Clause 1(a), (b) or (c) of this Schedule 5 an Event of Default has occurred and is continuing, all such proceeds will be paid to or retained by Lessor to be applied toward payment of any amounts which may be or become payable by Lessee pursuant to this Agreement in such order as Lessor may elect with any remainder after payment of all amounts payable hereunder or thereunder to be paid to Lessee.

To the extent that insurance proceeds are paid to Lessee, Lessee agrees to comply with the foregoing provisions and apply or pay over such proceeds as so required.

**SCHEDULE 6**  
**DESCRIPTION OF AIRCRAFT**

**GENERAL DESCRIPTION (MINIMUM REQUIREMENTS)**

**Aircraft Type**

**[•]**

[REDACTED]

**SCHEDULE 7**  
**AIRCRAFT DOCUMENTS AT REDELIVERY<sup>40</sup>**

The following documentation and information is part of the Aircraft, and is the property of Lessor. All documentation shall have the necessary stamps, endorsements, certifications and signatures where appropriate. All documentation requiring a quality control certification shall be signed by Lessee's quality control representative.

Lessee may maintain all Aircraft Documents (or any subset thereof) in electronic format; provided that Lessee shall send to Lessor all documentation requiring necessary stamps, endorsements, certifications and signatures in hard copy format. For the avoidance of doubt, any electronic format that has been approved by the Aviation Authority will be acceptable instead of hard copies.

All records listed in this Part shall be provided notwithstanding any policies of the Aviation Authority that may allow the disposal of such records.

**1. Certificates**

[REDACTED]

**2. Manuals (but only to the extent that the below was supplied by the Manufacturer on or prior to the Original Delivery Date)**

[REDACTED]

**3. Airworthiness Directives Documentation**

[REDACTED]

**4. Engineering Documentation**

[REDACTED]

**5. Aircraft Maintenance Status Summaries**

[REDACTED]

**6. Aircraft Maintenance Records**

[REDACTED]

**7. Configuration Status**

[REDACTED]

**8. Engine Records**

[REDACTED]

**9. APU**

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<sup>40</sup> AMX to confirm list of Aircraft Documents to be provided at Redelivery.



[REDACTED]

**10.** Components

[REDACTED]

**11.** Landing Gear

[REDACTED]

**12.** Damage and Repairs

[REDACTED]

**13.** Software

[REDACTED]

## **SCHEDULE 8 REDELIVERY CONDITIONS**

On the Redelivery Date, Lessee shall redeliver the Aircraft to Lessor at the Redelivery Location in compliance with the conditions specified below (other than post redelivery obligations specified in Clause A below), and when Lessee has complied with such conditions Lessor shall execute and deliver to Lessee the Redelivery Acceptance Certificate confirming delivery of the Aircraft to Lessor. For the avoidance of doubt, there shall be no requirements for the redelivery condition of the Aircraft other than those specified in this Schedule.

During the period commencing [REDACTED] and ending no less than [REDACTED] prior to the Expiry Date, Lessee and Lessor will agree to conduct a pre-redelivery meeting for the purpose of reviewing and agreeing upon the workscope for the Redelivery Check and, if applicable, any [REDACTED]. Lessor and Lessee shall each commit sufficient resources to the Redelivery process to achieve Redelivery by the Expiry Date.

With respect to any discrepancies between the condition of the Aircraft and Aircraft Documents and the Redelivery Conditions described herein [REDACTED] Lessee and Lessor agree, subject to the provisions outlined in Clause I – Maintenance Carry-Overs of this Schedule, that Lessee will have the option of either correcting such discrepancy at its own expense or providing compensation in lieu of such correction in an amount to be mutually agreed upon by Lessee and Lessor.

### **A. Registration & Certification, Maintenance Program & Airworthiness Directives**

The Aircraft shall be registered with [the AFAC (the “Aviation Authority”) of Mexico][the Federal Aviation Administration (the “Aviation Authority”) of the United States]<sup>41</sup> in the name of Lessor unless such registration cannot be maintained because of the failure of Lessor to comply with the citizenship or other eligibility requirements for registration of the Aircraft. Following Lessee’s receipt of the Redelivery Acceptance Certificate executed by Lessor [(and notarized by a Mexican notary public and/or notarized and apostilled as required by the AFAC)], [REDACTED] Lessee will provide an Export Certificate of Airworthiness following redelivery of the Aircraft to Lessor hereunder.

The Aircraft shall be in compliance with Lessee’s Maintenance Program which shall be based on the manufacturer’s Maintenance Planning Document and approved by the Aviation Authority.

Lessee will comply with any ADs that require compliance within [REDACTED] following the last day of the Term, with the cost of performing such AD requiring compliance after the last day of the Term to be for the account of Lessor and paid to Lessee upon execution of the Redelivery Acceptance Certificate. [REDACTED]

### **B. General Condition**

The Aircraft shall be (a) in good operating condition, normal wear and tear excepted, (b) clean by international commercial airline standards, (c) in a passenger configuration, (d) with equipment, components and systems fully functional and operating within limits under the Maintenance Program and the Aircraft Maintenance Manual, and (e) equipped with two Engines (which may be Replacement Engines) duly installed thereon. The Aircraft shall be in compliance with Lessee’s corrosion prevention and control program.

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<sup>41</sup> NTD: insert and update paragraph for B737-800 aircraft already registered in the US

**C. Redelivery Check**

The Airframe shall have completed, within [REDACTED] days prior to the Redelivery Date, the Redelivery Check, and following such Redelivery Check the Aircraft shall not be used in commercial passenger operations.

**D. Landing Gear Minimum**

Each of the nose and main Landing Gear shall have no fewer than [REDACTED] (the “**Hard Time Landing Gear Minimum**”) until the next scheduled Landing Gear Overhaul as measured by Flight Hour, Cycle or calendar day, whichever is applicable and most limiting. [REDACTED] The Landing Gear brakes will have an average of at least [REDACTED]

**E. Engine LLP Minimum**

No Engine LLP shall have fewer than [REDACTED] remaining to reaching the then manufacturer’s published Chapter 5 life limit (the “**Engine LLP Hard Life Cycle Minimum**”). Notwithstanding the foregoing, Lessee may request of Lessor, and Lessor shall consider in good faith, the allowance of an extended hard life Cycle limit that may be achieved via the incorporation of a service bulletin or other action that may only be incorporated on-wing post-redelivery.

**F. Engine Hard Time Performance Restoration Minimum**

Each Engine shall have no fewer than [REDACTED] performance restoration visit of such Engine under the Maintenance Program and based on Engine Manufacturer recommendations (any such visit, an “**Engine Performance Restoration Visit**”), as measured by Lessee’s expected time on wing between Engine Performance Restoration Visits for engines in Lessee’s fleet of the same make, model and thrust taking into consideration flight leg as the Engines. [REDACTED]

**G. Components**

Each time controlled component [REDACTED] will have no less than [REDACTED] or the equivalent Flight Hours or Cycles, whichever is applicable, based on Lessee’s average utilization, remaining to next scheduled removal, shop inspection or overhaul. Any such time controlled component having an MPD interval of less than [REDACTED] or the equivalent Flight Hours or Cycles, whichever is applicable, based on Lessee’s average utilization, shall have a full replacement interval remaining until its next shop inspection, removal or overhaul.

**H. Auxiliary Power Unit Minimum**

The APU shall be [REDACTED], as evidenced by an APU condition test performed in accordance with the Manufacturer’s AMM [REDACTED]. No APU LLP shall have fewer than [REDACTED] until reaching the Manufacturer’s published life limit (the “*APU Hard Life Cycle Minimum*”).

**I. [REDACTED]**

**J. Paint and Special Markings**

The exterior of the fuselage, vertical stabilizer and Engine cowlings shall have been stripped or sanded and painted white with any Lessee identification marks removed or painted over and all required markings applied in accordance with the Manufacturer's then-applicable painting standards and procedures. All other painted exterior surfaces will have been touched up as necessary. Lessee shall be responsible at Redelivery for the permanent rectification of any scribe marks which are outside the Manufacturer's limits. All external placards, signs and markings will be properly attached, free from damage (normal wear and tear excepted), clean and legible.

[REDACTED]

**K. Records**

No less than [REDACTED] prior to the targeted Redelivery Check induction date, Lessee will provide for the review of Lessor all Aircraft Documents and, provided that all such Aircraft Documents are made available to Lessor at the commencement of the [REDACTED] Lessor will provide to Lessee its response and findings on such Aircraft Documents at least [REDACTED] prior to the targeted Redelivery Check date. [REDACTED]

**L. Borescope Inspections; Power Assurance Runs**

[REDACTED]

**M. Demonstration Flight**

At Lessor's request, Lessee will perform, at its expense, and in accordance with a mutually agreed acceptance flight procedure, a demonstration flight lasting no more than two hours for the purpose of demonstrating the satisfactory operation of the Aircraft with no more than [REDACTED] of Lessor, or of the next operator, on board during such flight, subject to consent of the Aviation Authority. If the demonstration flight reveals any discrepancies from the Redelivery Conditions, Lessee will correct them or pay compensation to Lessor in accordance with the third paragraph of this Schedule 8.

**N. Liens**

The Aircraft shall be free and clear of Security Interests (other than any Lessor's Liens).

**O. Fuel**

Lessee shall have no obligation to provide any fuel or oil with respect to the Aircraft at redelivery, provided that any fuel or oil remaining on board the Aircraft on the Redelivery Date shall be the property of Lessor without charge.

**P. Inspection**

The Aircraft inspection shall occur during the Redelivery Check. During the Redelivery Check, Lessor and/or its representatives will have an opportunity to observe functional and operational system checks, in accordance with Lessee's procedures, as they are performed, and to perform a visual inspection of the Aircraft only in those areas that are visible during the Redelivery Check and concurrently as the inspection tasks are being performed by Lessee.

**SCHEDULE 9**  
**FORM OF LEASE COMMENCEMENT DATE CONFIRMATION**

**LEASE COMMENCEMENT DATE CONFIRMATION**

[\_\_\_\_\_] (“**Lessor**”) and Aerovías de México, S.A. de C.V., (“**Lessee**”) hereby agree as follows:

1. This Lease Commencement Date Confirmation (the “**Confirmation**”) is entered into for purposes of the Amended and Restated Aircraft Lease Agreement dated [\_\_\_\_\_] (the “**Lease**”) relating to the Boeing [\_\_\_\_\_] aircraft bearing manufacturer’s serial number [\_\_\_\_], registration mark [\_\_\_\_] equipped with two [\_\_\_\_] engines bearing ESNs [\_\_\_\_] and [\_\_\_\_] (the “**Aircraft**”).
2. Terms used in this Confirmation shall have the meanings given them in the Lease.
3. Each of Lessee and Lessor confirms that the conditions precedent on its part contained in the Lease have been satisfied or waived and that the leasing of the Aircraft contemplated in the Lease has commenced and the Commencement Date is this [\_\_\_\_] day of [\_\_\_\_], 2021.

[\_\_\_\_\_]
as Lessor

By: \_\_\_\_\_
Name:
Title:

Aerovías de México, S.A. de C.V.
as Lessee

By: \_\_\_\_\_
Name:
Title:

**SCHEDULE 10**  
**FORM OF RENEWAL NOTICE**

[Lessee Letterhead]

To: [●] as Owner Trustee (“**Lessor**”)  
[Address]

Cc: [●] (“**Owner Participant**”)  
[Address]

\_\_\_\_\_, 20\_\_

Re: Renewal Notice in respect of One Boeing [\_\_\_] Aircraft bearing Manufacturer’s Serial Number [●]  
(the “**Aircraft**”)

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Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Aircraft Lease Agreement dated [●], 20[\_\_\_] (as further amended, modified or supplemented from time to time, the “**Lease**”) between Lessor and Aerovías de México, S.A. de C.V. (“**Lessee**”) in respect of the Aircraft. Capitalized terms not defined herein shall have the meanings provided in the Lease.

In accordance with Clause 4.2.1 of the Lease, Lessee hereby exercises its right to extend the Term of the leasing of the Aircraft under the Lease for a Renewal Lease Term of [REDACTED] commencing on [●] and ending [●] which as of the date hereof shall be the Expiry Date.

This notice is a Renewal Notice. It is irrevocable and is an Operative Document.

**Aerovías de México, S.A. de C.V.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and Agreed:

[●]  
Lessor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**SCHEDULE 11**  
**FORM OF LETTER OF CREDIT**

[\_\_\_\_\_] [ ]

Letter of Credit No. \_\_\_\_\_

Beneficiary: [•], and its successors and assigns

Attention: [•]

Applicant: [•]

Expiry: [•]

Place: \_\_\_\_\_

Payable: [•] at sight

Dear Sir or Madam:

[REDACTED]

## SCHEDULE 12

### FORM OF OWNER PARTICIPANT LETTER<sup>42</sup>

[Owner Participant Letterhead]

Aerovías de México, S.A. de C.V.  
Paseo de la Reforma, 445  
Colonia Cuauhtémoc  
Mexico, DF 06500  
Mexico

Re: Boeing [ ] Aircraft bearing manufacturer's serial number [ ] (the "**Aircraft**")

Dear Sirs:

Reference is made to the (i) Trust Agreement dated [ ], 20[ ] (the "**Trust Agreement**") between [ ] (the "**Trust Company**") and [ ] ("**Owner Participant**") and (ii) Amended and Restated Aircraft Lease Agreement dated [ ], 20[ ] (the "**Lease**") between [ ], not in its individual capacity, except as otherwise provided therein, but solely as owner trustee under the Trust Agreement ("**Lessor**") and Aerovías de México, S.A. de C.V. ("**Lessee**"). Words and expressions defined in the Lease shall have the same meanings when used in this letter (unless the context otherwise requires).

[REDACTED]

#### 5. **Governing Law**

PURSUANT TO AND IN ACCORDANCE WITH SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, THE PARTIES HERETO AGREE THAT THIS LETTER AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS LETTER AGREEMENT, AND ALL ISSUES CONCERNING THE RELATIONSHIP OF THE PARTIES HEREUNDER AND THE ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AS APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK (EXCLUSIVE OF SECTION 7-101 OF THE NEW YORK GENERAL OBLIGATIONS LAW WHICH IS INAPPLICABLE TO THIS AGREEMENT) WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES. THE PARTIES AGREE THAT THIS AGREEMENT WAS DELIVERED IN THE STATE OF NEW YORK.

#### 6. **Process Agent**

Without prejudice to any other mode of service, Owner Participant:

- (a) appoints JSA International U.S. Holdings, LLC, 909 Montgomery Street, Suite 500, San Francisco, CA 94133 as its agent for service of process relating to any proceedings before any New York State court or any United States Federal court in New York in connection

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<sup>42</sup> [REDACTED]

with this letter agreement or any Operative Document and agrees to maintain the process agent notified to Lessee;

- (b) agrees that failure by a process agent to notify Owner Participant of the process shall not invalidate the proceedings concerned; and
- (c) consents to the service of process relating to any such proceedings by prepaid mailing or by personal delivery of a copy of the process to Owner Participant's agent at the address identified in Clause 4(a) or by facsimile or prepaid mailing by air mail, certified or registered mail, or by personal delivery, of a copy of the process to Lessee at the address set forth below or at any other address notified to Lessee pursuant to Clause 23.2 of the Lease as the same is incorporated in this Letter Agreement pursuant to Clause 5 below.

7. **Miscellaneous**

The provisions of clauses 22.1, 22.6, 22.8, 22.9, 22.10, 22.11, 22.12, 22.13, 23, 24.2, 24.4, 24.5, 24.6 and 24.7 of the Lease are incorporated herein *mutatis mutandis* with references to "Lessor" and "this Agreement" being reference to Owner Participant and this letter agreement, respectively, and Owner Participant's notice details shall be as follows:

Address: [\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]

Attention: [\_\_\_\_\_]

Facsimile: [\_\_\_\_\_]

Email: [\_\_\_\_\_]

Yours faithfully

[\_\_\_\_\_]

\_\_\_\_\_  
Name:

Title:

Acknowledged:

Aerovías de México, S.A. de C.V.

\_\_\_\_\_

Name:

Title:

**SCHEDULE 13**

[Intentionally Omitted]

**SCHEDULE 14**

**[REDACTED]**

## SCHEDULE 15

### FORM OF REDELIVERY ACCEPTANCE CERTIFICATE

This Redelivery Acceptance Certificate (this "Certificate") is delivered at the time and on the date set forth below by [[●], as Owner Trustee] (the "Lessor") to Aerovías de México, S.A. de C.V. (the "Lessee") pursuant to the Amended and Restated Aircraft Lease Agreement dated \_\_\_\_\_ (as amended, modified or supplemented from time to time, the "Lease") in respect of one (1) Boeing [ ] aircraft bearing manufacturer's serial number [ ] together with two (2) [ ] engines bearing manufacturer's serial numbers \_\_\_\_\_ and \_\_\_\_\_ (the "Aircraft"). The capitalized terms used in this Redelivery Acceptance Certificate shall have the respective meanings given to such terms in the Lease.

Lessor hereby confirms that as at \_\_\_\_\_ hours on \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_:

- (a) the Aircraft satisfies the redelivery requirements of Schedule 8 of the Lease in all respects;
- (b) redelivery of the Aircraft (including the Engines) has been accepted by Lessor; and
- (c) the Term of the Lease has terminated.

This Redelivery Acceptance Certificate may be executed and delivered by the parties hereto in separate counterparts.

This Redelivery Acceptance Certificate is executed and delivered by the parties at \_\_\_\_\_  
\_\_\_\_\_.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Redelivery Acceptance Certificate to be executed in their respective corporate names by their duly authorized representatives as of the day and year first above written.

[[●], as Owner Trustee]<sup>43</sup>

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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<sup>43</sup> Signature to be notarized by a Mexican notary public and/or notarized and apostilled



[REDACTED]

## SCHEDULE 16

### FORM OF DE-REGISTRATION POWER OF ATTORNEY

#### PODER ESPECIAL

#### SPECIAL POWER OF ATTORNEY

Aerovías de México, S.A. de C.V. ("Aeromexico"), representada en este acto por Isis Alcestes Montes de Oca Hernández y por Mario Bravo Sansores, en cumplimiento de lo dispuesto en el contrato de arrendamiento de aeronave celebrado el [●], entre la empresa Wells Fargo Trust Company, National Association, no en su capacidad individual sino como como fiduciario propietario (el "Arrendador"), como arrendador, y Aeromexico, como arrendatario, (el "Contrato") cuyo objeto constituye el arrendamiento de una aeronave marca Boeing, modelo [●], con número de serie del fabricante [●] y dos motores marca CFM, modelo [●] con números de serie [●] y [●], respectivamente (la "Aeronave"), otorga en favor del Arrendador (en lo sucesivo el "Apoderado"), un poder especial irrevocable para pleitos y cobranzas y para actos de administración, para ser ejercitado de manera conjunta o separadamente con las facultades especiales que conforme a la ley requieran cláusula especial para ser ejercitado dentro de la República Mexicana, de conformidad con los términos establecidos en los dos primeros párrafos del artículo 2554 (dos mil quinientos cincuenta y cuatro) del Código Civil para el Distrito Federal de los Estados Unidos Mexicanos y sus artículos concordantes de los diversos Códigos que rigen en los Estados de la República Mexicana, así como en cualquier parte de los Estados Unidos de América, o cualquier otra jurisdicción donde la Aeronave pueda localizarse.

El Apoderado única y exclusivamente podrá ejercer los poderes otorgados para llevar a cabo cualquiera de las siguientes acciones: (i) solicitar y obtener la baja del registro y marcas de nacionalidad y matrícula (cancelación de registro) de la Aeronave del registro correspondiente ya sea en los Estados Unidos Mexicanos o de su equivalente en los Estados Unidos de América; (ii) solicitar a la Agencia

Aerovías de México, S.A. de C.V. ("Aeromexico"), herein represented by Ricardo Isis Alcestes Montes de Oca Hernández and by Mario Bravo Sansores, in compliance with the aircraft lease agreement entered on [●], between the company Wells Fargo Trust Company, National Association, not in its individual capacity but solely as owner trustee ("Lessor"), as lessor and Aeromexico as lessee (the "Agreement") which purpose constitutes the lease of one Boeing aircraft model [●], bearing manufacturer's serial number [●], with two CFM model [●] engines bearing serial numbers [●] and [●], respectively, (the "Aircraft"), grants in favor of Lessor (hereinafter the "Attorneys-in-fact"), an irrevocable special power of attorney for litigation and collections and for administration acts, to be exercised jointly or separately with the special capacities that by law require a special clause, to be exercised in accordance to the terms established in the first two paragraphs of article 2554 (two thousand five hundred and fifty four) of the Civil Code For the Federal District of the United Mexican States and its concordant articles of the several Codes ruling in the states of the Mexican Republic; as well as within anywhere in the United States of America, or in any other jurisdiction where the Aircraft may be located.

The Attorneys-in-fact may exercise the granted powers solely and exclusively in order to conduct any of the following actions: (i) to request and obtain the cancellation of the Aircraft registration marks from the corresponding registry whether in the United Mexican States or in its equivalent in the United States of America; (ii) to request to the Federal Agency of Civil Aviation ("AFAC") of the United Mexican States, or to its equivalent in the United States of America to communicate the

Federal de Aviación Civil ("AFAC") de los Estados Unidos Mexicanos o a su equivalente de los Estados Unidos de América, que comuniquen la cancelación de la matrícula a cualquier autoridad nacional o extranjera; (iii) solicitar y obtener la baja a la Aeronave de los permisos de operación del otorgante ante la AFAC, (iv) solicitar y obtener de la misma autoridad la autorización para el vuelo de traslado de la misma al extranjero; (v) realizar todos los trámites necesarios y conducentes a la exportación de la Aeronave y a la transportación de la misma fuera del territorio de los Estados Unidos Mexicanos o de cualquier otra jurisdicción en que la misma se encuentre o llegue a encontrarse; (vi) notificar la terminación del Contrato al Registro Aeronáutico Mexicano o a cualquier otra autoridad para los fines conducentes; y (vii) llevar a cabo cualquier acto o trámite relacionado con cualquier transacción relacionada con el Contrato o la Aeronave y, respecto de los mismos, interponerse y desistirse de cualquier acción o procedimiento incluido el amparo; para promover acusaciones penales, para actuar como coadyuvante del Ministerio Público, para articular y la liberar posiciones, y conceder el perdón, para liberar los procedimientos iniciados y suscribir transacciones.

Única y exclusivamente para los fines para los que es otorgado el presente poder especial, los Apoderados, de manera enunciativa mas no limitativa tendrán todas las facultades necesarias para representar al otorgante ante todas y cualesquiera autoridades ya sean federales, estatales o municipales de los Estados Unidos Mexicanos y/o de los Estados Unidos de América, incluyendo de manera enunciativa mas no limitativa la Agencia Federal de Aviación Civil de la Secretaría de Comunicaciones y Transportes, el Registro Aeronáutico Mexicano dependiente de la AFAC, la Dirección General de Aduanas de la Secretaría de Hacienda y Crédito Público, la Administración de Aduanas de los Estados Unidos de América, la Administración de Aviación Federal de los Estados Unidos de América y el Departamento de Transporte de los Estados Unidos de América y/o cualesquiera otras entidades, agencias o autoridades que en el futuro asuman las

cancellation of the registration to any national or foreign authority; (iii) to request and obtain the removal of the Aircraft from the grantor's operating permits before the AFAC; (iv) to request and to obtain authorization from the same authority for the ferry flight thereof to a foreign country; (v) to perform all the necessary and related formalities for the exportation of the Aircraft and the transportation thereof out of the territory of the United Mexican States or from any other jurisdiction where the same may be located or where it may be found; (vi) to notify the termination of the Agreement to the Mexican Aeronautic Registry or to any other authority for the corresponding effects; and (vii) to perform all acts or filings in connection with any transaction related to the Agreement or the Aircraft and, in respect thereto, to interpose and abandon any action or proceeding including the "amparo"; to promote criminal accusations, to act as coadjutor of the office of the Public Prosecutor, to articulate and release positions, and grant pardon, release of initiated proceedings and celebrate transactions.

Solely and exclusively for the purposes for which this special power of attorney is granted, the Attorneys-in-fact, enunciatively although not limitative form shall have all the necessary capacities to represent the grantor before all and any federal, state or municipal authorities of the United Mexican States and/or of the United States of America, including, in enunciatively although not limitative form the Federal Agency of Civil Aviation of the Ministry of Communications and Transport, the Mexican Aeronautic Registry dependant of the AFAC, the General Directorate of Customs of the Ministry of Finance and Public Credit, the Customs Administration of the United States of America, the Federal Aviation Administration of the United States of America and the Department of Transportation of the United States of America and/or any other entities, agencies or authorities that in the future may assume the functions of the aforementioned (indistinctively the "Authorities").

funciones de las anteriormente citadas (indistintamente las "**Autoridades**").

Para todos los efectos previstos en este poder, el término Aeronave incluirá: (a) cualesquiera motores instalados en la Aeronave o que en el futuro sustituyan a los anteriormente citados de acuerdo con los términos del Contrato; y (b) cualesquiera partes, equipo, accesorios, componentes, registros y documentación instalados en la Aeronave o que en el futuro puedan ser instalados en sustitución de los mismos conforme al Contrato o bien que sean pertenecientes a la Aeronave.

Este poder se confiere con el carácter de irrevocable en términos del artículo 2596 del Código Civil Federal en virtud de que su otorgamiento ha sido acordado como una condición dentro del Contrato.

Este poder solo podrá ser ejercido en caso de Caso de Incumplimiento (como se define en el Arrendamiento) o de terminación del Contrato.

Este Poder se otorga para ser ejercitado en los Estados Unidos Mexicanos y/o en los Estados Unidos de Norteamérica.

Finalmente, el otorgante conviene además en no otorgar ningún otro poder similar al contenido en el presente instrumento para la realización de los actos previstos en el mismo con respecto a la Aeronave, en favor de persona alguna distinta de los Apoderados mencionados en el presente.

Este poder se otorga en inglés con una traducción al español, la cual será considerada como exacta en todas sus partes.

For all effects contained in this power of attorney, the term Aircraft shall include: (a) any engines installed on the Aircraft or that in the future may substitute above cited in accordance with the terms of the Agreement; and (b) any parts, equipment, accessories, components, records and documentation installed on the Aircraft or which in the future may be installed in substitution of the same pursuant to the Agreement or that may belong to the Aircraft.

This power of attorney is granted with irrevocable status pursuant to Article 2596 of the Mexican Federal Civil Code, by virtue of the fact that the granting hereof has been agreed as a condition in the Agreement.

This power of attorney may be exercised only upon an Event of Default (as defined in the Lease) which is continuing or termination of the Agreement.

This power of attorney is granted to be exercised in the United Mexican States and/or in the United States of America.

Lastly, the grantor further agrees to not grant any other powers of attorney similar to the one contained in this instrument for the performance of the acts foreseen herein with respect to the Aircraft, in favor of any person other than the Attorneys -in-fact mentioned in this document.

This power of attorney is granted in English language along with a translation to Spanish, which shall be considered as exact in its entirety.

**Aerovías de México, S.A. de C.V.**

Isis Alcestes Montes de Oca Hernández

Mario Bravo Sansores

Testigos / Witnesses

---

Omar Cruz de la Cruz

---

Héctor Sánchez Bazán

## SCHEDULE 17

### FORM OF MAINTENANCE STATUS REPORT

#### AIRCRAFT SUMMARY REPORT

Report Period from \_\_\_\_\_ to \_\_\_\_\_

Aircraft Specification	
<b>Manufacturer</b>	
<b>Type</b>	
<b>Model</b>	
<b>Serial number</b>	
<b>Date of Manufacture</b>	
<b>Current Registration</b>	
<b>Current Operator</b>	
<b>Aircraft Operating Limitation</b>	

Airframe Status	
<b>Total Airframe Hours</b>	
<b>Total Airframe Cycles</b>	

Main Engines (Currently Installed)		
<b>Manufacturer</b>		
<b>Position</b>		
<b>Part number</b>		
<b>Serial number</b>		
<b>Time Since New</b>		
<b>Cycles Since New</b>		
<b>Time Since OH</b>		
<b>Cycles Since OH</b>		
<b>Last OH Date</b>		

Main Engines		
Manufacturer		
Aircraft or Location		
Position		
Part number		
Serial number		
Time Since New		
Cycles Since New		
Time Since OH		
Cycles Since OH		
Last OH Date		

Auxiliary Power Unit	
Manufacturer	
Position	
Part number	
Serial number	
Flight Time Since New	
Flight Cycles Since New	
Time Since OH	
Cycles Since OH	
Last OH Date	
APU Hours Since New	
APU Cycles Since New	

Landing Gears			
Manufacturer			
Position			
Part number			
Serial number			
Time Since New			
Cycles Since New			
Time Since OH			
Cycles Since OH			
Last OH Date			



## SCHEDULE 18

### PETITION DATE CONDITION

(July 1, 2020)

#### Airframe

MSN	[●]
Build Date	[Date]
Last 9Y HVM Date (or, if none, Build Date)	[Date]
Last 12Y HVM Date (or, if none, Build Date)	[Date]
Total FH since New	[##,###]
Total FC since New	[##,###]

#### Landing Gear

NLG - Last Overhaul Date (or, if none, Build Date) NLG - FC since Overhaul or since New	[Date] [##,###]
Right MLG - Last Overhaul Date (or, if none, Build Date) Right MLG - FC since Overhaul or	[Date] [##,###]
Left MLG- Last Overhaul Date (or, if none, Build Date) Left MLG - FC since Overhaul or since	[Date] [##,###]

#### APU

Last Overhaul Date (or, if none, Build Date)	[Date]
APUH Since OH (or, if none, since new)	[##,###]

#### Engine ESN [●]

#### FH since New or PR

[Module 1]	[##,###]
[Module 2]	[##,###]
[Module 3]	[##,###]

#### Engine ESN [●] (LLPs)

#### FC since New

[LLP 1]	[##,###]
[LLP 2]	[##,###]
[LLP 3]	[##,###]
[LLP 4]	[##,###]
[LLP 5]	[##,###]
[LLP 6]	[##,###]
[LLP 7]	[##,###]
[LLP 8]	[##,###]
[LLP 9]	[##,###]
[LLP 10]	[##,###]
[LLP 11]	[##,###]
[LLP 12]	[##,###]

[LLP 13]	[##,###]
[LLP 14]	[##,###]
[LLP 15]	[##,###]
[LLP 16]	[##,###]
[LLP 17]	[##,###]
[LLP 18]	[##,###]

**Engine ESN [●]**

**FH since New or PR**

[Module 1]	[##,###]
[Module 2]	[##,###]
[Module 3]	[##,###]

**Engine ESN [●] (LLPs)**

**FC since New**

[LLP 1]	[##,###]
[LLP 2]	[##,###]
[LLP 3]	[##,###]
[LLP 4]	[##,###]
[LLP 5]	[##,###]
[LLP 6]	[##,###]
[LLP 7]	[##,###]
[LLP 8]	[##,###]
[LLP 9]	[##,###]
[LLP 10]	[##,###]
[LLP 11]	[##,###]
[LLP 12]	[##,###]
[LLP 13]	[##,###]
[LLP 14]	[##,###]
[LLP 15]	[##,###]
[LLP 16]	[##,###]
[LLP 17]	[##,###]
[LLP 18]	[##,###]

**Annex 2**

**Form of Amended & Restated Lease Agreement**

**(Undelivered Aircraft)**

**DATED AS OF [\_\_\_\_], 2021**

**BANK OF UTAH**, not in its individual capacity, but solely as owner trustee,  
**as Lessor**

**and**

**AEROVÍAS DE MÉXICO, S.A. DE C.V.,**  
**as Lessee**

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**AMENDED AND RESTATED AIRCRAFT LEASE  
AGREEMENT  
RELATING TO THE LEASING OF ONE BOEING  
737 MAX 8 MODEL AIRCRAFT  
MSN [REDACTED]  
EQUIPPED WITH TWO CFM LEAP-1B28 ENGINES**

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## AMENDED AND RESTATED AIRCRAFT LEASE AGREEMENT

**THIS AGREEMENT** is made as of [\_\_\_\_], 2021

### **BETWEEN:**

**Bank of Utah**, not in its individual capacity but solely as owner trustee, a Utah state-chartered commercial bank duly organized under the laws of the United States of America, whose main office is at 50 South 200 East, Suite 110, Salt Lake City, UT 84111 (“**Lessor**”); and

**Aerovías de México, S.A. de C.V.**, a limited liability stock corporation of variable capital ((*Sociedad Anónima de Capital Variable*) constituted under the Laws of the United Mexican States and having its principal office at Paseo de la Reforma, No. 243, Piso 25, Colonia Cuauhtémoc, Alcaldía Cuauhtémoc, Mexico City, 06500, Mexico (“**Lessee**”).

It is agreed as follows:

### 1. **INTERPRETATION**

#### 1.1 **Definitions**

In this Agreement, unless the context otherwise requires, capitalized words and expressions shall have the respective meanings given to them in Clause 1 of Schedule 1 (*Definitions and Construction*).

#### 1.2 **Construction**

The conventions on construction and usage set out in Clause 2 of Schedule 1 (*Definitions and Construction*) shall apply to this Agreement.

#### 1.3 **Clauses and Schedules**

References in this Agreement to clauses or schedules are, unless otherwise specified, references to clauses of and schedules to this Agreement and together the clauses and schedules shall constitute this Agreement. Certain provisions including conditions precedent and representations and warranties have been placed in the schedules and shall take effect as part of this Agreement.

### 2. **AGREEMENT TO LEASE**

Subject to and in accordance with the terms and conditions of this Agreement, Lessor agrees to lease the Aircraft to Lessee and Lessee agrees to take the Aircraft on lease from Lessor for the Term. Lessor and Lessee have previously entered into an [[Aircraft Lease Agreement] dated [\_\_\_\_]]<sup>1</sup> (the “**Prior Lease**”) in respect of the Aircraft. The parties acknowledge and agree that this Agreement amends and restates the Prior Lease in its entirety. [For the avoidance of doubt, the parties acknowledge and agree that the manufacturer’s serial number [REDACTED]

### 3. **DELIVERY**

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<sup>1</sup> NTD: update for each MSN.

### 3.1 **Scheduled Delivery Date**

Lessor, Owner Participant and Lessee shall coordinate so that the delivery of the Aircraft hereunder occurs immediately after the delivery of the Aircraft to Lessor under the Installment Purchase Agreement and that Delivery under this Agreement and the Installment Purchase Agreement occurs substantially simultaneously.

### 3.2 **Delivery and Acceptance**

Simultaneously with acceptance by Lessor of delivery of the Aircraft under the Installment Purchase Agreement (which such acceptance shall be managed by and through Lessee), and subject to the terms of this Agreement, Lessor shall offer to deliver and Lessee shall accept delivery of the Aircraft at the Delivery Location in an "AS IS, WHERE IS" condition. Lessee and Lessor shall confirm delivery acceptance of the Aircraft hereunder by execution and delivery of the Acceptance Certificate. Once the Bill of Sale has been delivered to Lessor, (i) Lessor shall not be entitled for any reason whatsoever not to deliver the Aircraft to Lessee under this Agreement and the Purchaser Conditions Precedent (as defined in the Installment Purchase Agreement) and Lessor Conditions Precedent shall be deemed to be satisfied (except to the extent that Owner Participant or Lessor waived or deferred any such condition in writing in accordance with the Installment Purchase Agreement and/or this Agreement), and (ii) Lessee shall not be entitled for any reason whatsoever to refuse to accept delivery of the Aircraft or any part thereof under this Agreement and the Seller Conditions Precedent (as defined in the Installment Purchase Agreement) and Lessee Conditions Precedent shall be deemed to be satisfied (except to the extent that Seller or Lessee waived or deferred any such condition in writing in accordance with the Installment Purchase Agreement and/or this Agreement). Lessee's acceptance of the Aircraft shall be absolute, unconditional and irrevocable. So long as Lessor and Owner Participant perform their obligations hereunder and under the Installment Purchase Agreement and Delivery PAA (as defined in the Installment Purchase Agreement), Lessor and Owner Participant shall not have any responsibility to Lessee for, or arising out of, any delay in the delivery of the Aircraft or any part thereof.

### 3.3 **Termination Prior to Delivery**

- (a) If the Installment Purchase Agreement is terminated in respect of the Aircraft, this Agreement shall automatically terminate without further act by either party.
- (b) If a Total Loss of the Aircraft occurs prior to Delivery, this Agreement shall automatically terminate in accordance with Clause 16.1 (*Total Loss Prior to Delivery*).
- (c) If Delivery does not occur by [REDACTED] for any reason, then either party may by written notice to the other terminate this Agreement.
- (d) Upon any termination pursuant to Clauses 3.3(a), 3.3(b) or 3.3(c) neither Lessor (nor Owner Participant) nor Lessee will have any further liability, rights or obligations under this Agreement other than:
  - (i) accrued rights and claims as of the date of termination; the preceding notwithstanding, without prejudice to Lessor's rights and remedies pursuant to Clause 19 hereunder following an Event of Default which is continuing;
  - (ii) pursuant to Clause 22.3 (*Expenses*) and Clause 22.11 (*Confidentiality*); and



- (iii) Lessor will pay to Lessee an amount equal to the Security Deposit and any prepaid Rent received by Lessor on or prior to the date of such termination, or, if applicable, return the Letter of Credit, provided there are no amounts then due and owing by Lessee.

The provisions of this Clause 3.3(d) shall survive, and remain in full force and effect, notwithstanding the expiration or other termination of this Agreement and/or the leasing of the Aircraft hereunder.

### 3.4 Risk

Throughout the Term, and (y) in respect of any termination of the leasing of the Aircraft pursuant to Section 19.2 (*Lessor's Rights*), until Lessor has taken physical possession of the Aircraft, and (z) in respect of redelivery of the Aircraft pursuant to Section 18.1 (*Redelivery*), until Lessee tenders the Aircraft to Lessor in accordance with this Agreement, Lessee shall be responsible for all risks associated with or relating to the Aircraft, including for any loss of or damage to the Aircraft. In recognition of the foregoing, and notwithstanding Lessor's rights under this Agreement, Lessee acknowledges and agrees that, as between Lessor and Lessee, Lessee (a) is in sole operational control of the Aircraft and is in the business of operating commercial aircraft, (b) is solely responsible for the condition, inspection, maintenance, repair, oversight, operation and security of the Aircraft and compliance with all requirements of applicable Regulations, and (c) has not relied upon, and shall not rely upon, any statement, act, or omission of Lessor (or Owner Participant) in connection with the use, operation, maintenance, repair, condition or security of the Aircraft, except as may be agreed in writing by Lessor or set forth in writing in the Acceptance Certificate.

### 3.5 Licenses

Lessee will, at its expenses, obtain all licenses, permits and approvals which may be necessary to export and/or transport the Aircraft from the Delivery Location. Lessor will furnish such data and information as Lessor may have in its possession and as may be reasonably requested by Lessee in connection with obtaining any such license, permit or approval.

## 4. TERMINATION DATE AND RENEWAL OPTION

### 4.1 Termination Date

The Termination Date shall be the Expiry Date, provided that:

- (a) if Lessor, acting in accordance with Clause 19.2 (*Lessor's Rights*) of this Agreement, terminates or cancels the leasing of the Aircraft to Lessee under this Agreement, the date of such termination or cancellation shall be the Termination Date and Clause 19.2 (*Lessor's Rights*) shall apply;
- (b) if the Aircraft or the Airframe suffers a Total Loss, the Termination Date shall be the date when Lessor receives the full amount of the Agreed Value; provided that Lessee shall still be obligated to pay to Lessor all other amounts then due and payable under this Agreement;
- (c) if the period referred to in clause (d) of the definition of Total Loss extends beyond the Expiry Date, the last day of such period shall be the Termination Date;

- (d) if the Term is extended pursuant to Clause 18.2 (*Non-Compliance*), the Termination Date shall be the date on which the Aircraft is redelivered to Lessor pursuant to such Clause; and
- (e) if the leasing of the Aircraft is terminated in accordance with Clause 19.5 (*Illegality*), the date of such termination shall be the Termination Date.

In any event, Rent shall continue to accrue and be payable until the Termination Date or until the Redelivery Date (in accordance with Clause 18.1(d) hereof), unless otherwise agreed herein.

## 4.2 **Renewal Options**

### 4.2.1 **Renewal Notice**

- (a) Lessee shall have the right to extend the Term of this Agreement by up to [REDACTED] (the “**Operational Extension**”) by providing Lessor a written notice signed by Lessee at least [REDACTED] prior to the scheduled Expiry Date (including, for the avoidance of doubt, if such Expiry Date has been extended pursuant to Clause 4.2.1(b) below). All terms and conditions of this Agreement during the then Base Lease Term (or Renewal Lease Term, as the case may be) shall remain in full force and effect during any Operational Extension, unless Lessor and Lessee expressly agree otherwise in writing.
- (b) Notwithstanding the Operational Extension in Clause 4.2.1(a), Lessee shall have an additional right to extend the Term of this Agreement up to [REDACTED] by providing Lessor a Renewal Notice signed by Lessee at least [REDACTED] prior to the Expiry Date (including, for the avoidance of doubt, if such Expiry Date has been extended pursuant to Clause 4.2.1(a) above). A Renewal Notice shall set forth (i) Lessee’s decision to extend the leasing of the Aircraft for the relevant Renewal Lease Term and (ii) Lessee’s decision as to the duration of such Renewal Lease Term which shall be for a [REDACTED]
- (c) Notwithstanding anything to the contrary in this Agreement or any other Operative Document:
  - (i) no Renewal Notice shall be binding on Lessor or oblige Lessor to extend the leasing of the Aircraft hereunder for any Renewal Lease Term, and shall be considered not to have been given, if any Event of Default shall have occurred and be continuing on and as of the date of any such notice; and
  - (ii) any Renewal Notice shall be irrevocable and shall constitute an unconditional obligation of Lessee to extend the leasing of the Aircraft hereunder for the Renewal Lease Term to which such Renewal Notice relates.

### 4.2.2 **Renewal Rent and Documentation**

- (a) Upon receipt of a Renewal Notice, as provided in Clause 4.2.1 (*Renewal Notice*) above, Lessee and Lessor shall enter into good faith negotiations with respect to the amount to be paid by Lessee as Rent during the applicable Renewal Lease Term. Whether the amount of the Rent is agreed between Lessee and Lessor within thirty (30) days of the receipt of the Renewal Notice or the amount of Rent is established pursuant to Clause 4.2.2(b), the amount of Rent shall be documented in an amendment to this Agreement within a further

period of thirty (30) days, which shall be in form and substance reasonably acceptable to Lessee and Lessor. Thereupon, (i) Lessee and Lessor shall promptly execute and deliver such lease amendment; and (ii) Lessee shall provide (x) written evidence of appropriate corporate action authorizing execution and delivery of such amendment, (y) evidence of the issuance of each approval, license and consent which may be required in connection with such amendment and (z) an opinion from Lessee's in-house counsel addressed to Lessor and Owner Participant with respect to such amendment, including that all necessary filings and registrations with respect thereto have been or promptly will be made in the State of Registration and the State of Incorporation, which opinion shall be reasonably satisfactory to Lessor and Owner Participant; and (iii) Lessor shall provide (x) written evidence of appropriate corporate action by the Trust Company and Lessor authorizing the execution and delivery of such amendment and (y) evidence of the issuance of each approval, license and consent which may be required in connection with such amendment and such confirmation.

- (b) If, within thirty (30) days of the receipt of the Renewal Notice, Lessee and Lessor are unable to reach an agreement as to the amount to be paid by Lessee as Rent in respect of any Renewal Lease Term either party may, by written notice to the other, require that each party name an internationally recognized aircraft appraiser from the list of appraisers included in Clause 6 of Part A of the Financial Terms Annex, which list may be updated from time to time by an agreement in writing between Lessor and Lessee if any of the appraisers cease to exist. If either party fails to name an appraiser within fifteen (15) days of receipt of notice from the other party to the effect that such appraisers are required, the decision of the appraiser named by the other party shall control and shall be binding on the parties. Each selected appraiser shall thereafter have a period of fifteen (15) days from the date the second appraiser was named (or if no second appraiser is named, from the date the first appraiser was named) to provide its professional appraisal as to the fair market monthly rent (the "**FM Rent**") that a willing lessor and a willing lessee would negotiate on an arms-length basis for the lease of the Aircraft for the Renewal Lease Term taking into account the Redelivery Conditions and the Redelivery Maintenance Payment. If the FM Rent determined by the appraiser providing the lower appraisal is less than 10% below the higher appraisal then, the average of such FM Rents will be the Rent in respect of the Renewal Lease Term to be paid by Lessee. Otherwise, the two appraisers shall jointly name a third internationally recognized aircraft appraiser from the list of appraisers included in Clause 6 of Part A of the Financial Terms Annex, who shall provide its professional appraisal as to the FM Rent within fifteen (15) days of being named, and the Rent in respect of the Renewal Lease Term shall be (i) the FM Rent determined by the third appraiser if such FM Rent amount falls between the FM Rent amounts determined by the first two appraisers, (ii) the lower of the two FM Rent amounts determined by the first two appraisers if the FM Rent determined by the third appraiser is less than such FM Rent amounts, and (iii) the higher of the two FM Rent amounts determined by the first two appraisers if the FM Rent amount determined by the third appraiser is higher than such FM Rent amounts. If the two appraisers named by the parties are unable to agree on a third appraiser within five (5) Business Days, Lessee or Lessor may apply to a court of competent jurisdiction to name the third appraiser. Lessee and Lessor shall each pay the costs and expenses of the appraiser named by it, and shall share equally the costs and expenses of the third appraiser. For purposes of this Clause 4.2.2(b) and the appraisals to be performed, the Aircraft shall be presumed to be in the condition required under this Agreement.

- (c) On the commencement date of each Renewal Lease Term (i) if the Rent payable during such Renewal Lease Term is less than the Rent that was payable hereunder before that renewal, the amount of the required Security Deposit shall be such lesser amount during that Renewal Lease Term and Lessor shall reimburse Lessee a portion of the Security Deposit equal to the difference between the Rent payable immediately prior to such Renewal Lease Term and the Rent for such Renewal Lease Term (the “**SD Difference**”) and (ii) if the Rent for such Renewal Lease Term is greater than the Rent that was payable immediately prior to such Renewal Lease Term, Lessee shall increase the Security Deposit by an amount equal to the SD Difference and the amount of the required Security Deposit shall be such greater amount during that Renewal Lease Term.
- (d) All terms and conditions of this Agreement during the Base Lease Term shall remain in full force and effect during any Renewal Lease Term, unless Lessor and Lessee expressly agree otherwise in writing.

## 5. **RENT**

### 5.1 **Fixed Rent Periods**

- (a) The Term shall be divided into successive periods (each a “**Fixed Rent Period**”) in respect of which Fixed Rent shall accrue and be payable.
- (b) The first Fixed Rent Period shall commence on the Delivery Date and each subsequent Fixed Rent Period shall commence on the date immediately following the last day of the previous Fixed Rent Period.
- (c) Each Fixed Rent Period shall be of one month’s duration except that (i) if the Delivery Date does not occur on the first day of a calendar month, then the first Fixed Rent Period shall be from the date of such Delivery Date until the date immediately preceding the next Fixed Rent Date and (ii) with respect to the final Fixed Rent Period, if it would not otherwise end on the Expiry Date, it shall end on the Expiry Date.

### 5.2 **Fixed Rent Date**

During the Term, Lessee shall pay Fixed Rent to Lessor in [REDACTED] on each Fixed Rent Date.

### 5.3 **Rent**

- (a) Fixed Rent payable in respect of each Fixed Rent Period shall be calculated as set forth in Clause 1 of Part A of the Financial Terms Annex.
- (b) If any Fixed Rent Period has a duration of less than a month, the Fixed Rent payable for that Fixed Rent Period shall be prorated by multiplying the amount of the Fixed Rent for that Fixed Rent Period by a fraction the numerator of which is the number of days in that Fixed Rent Period and the denominator of which is 30.

## 6. **SECURITY DEPOSIT**

### 6.1 **Lessee Payment**

Lessee shall pay to Lessor a Security Deposit in the amount and at the time set forth in Clause 2 of Part A of the Financial Terms Annex upon receipt by Lessee of an electronic or paper invoice from Lessor.

## 6.2 Lessor Payment

Lessor shall, within [REDACTED] after the Termination Date, pay to Lessee an amount equal to the Security Deposit (less the sum of amounts applied pursuant to Clause 6.3(b) and not replenished or paid to Lessee under Clause 6.5(a)); provided that Lessor shall not be obliged to pay any such amount to Lessee for so long as any obligation then falling due for performance has not been fully discharged or performed and provided further that in the event Lessee is required to pay the Redelivery Maintenance Payment, Lessee may elect to set-off the amount of the cash Security Deposit then held by Lessor against the Redelivery Maintenance Payment.

## 6.3 Concerning the Security Deposit

- (a) The Security Deposit shall be the sole, absolute and unconditional property of Lessor, may be freely commingled by Lessor with its other funds and dealt with by Lessor in such manner as Lessor may see fit and Lessor will not hold any such funds as agent or on trust for Lessee or in any similar fiduciary capacity. If and to the extent that, under applicable Law in any relevant jurisdiction, the Security Deposit is considered to be the property of Lessee, the Security Deposit shall be held by Lessor as security for the timely performance by Lessee of its obligations under the Operative Documents to which Lessee is a party and Lessee hereby grants a Security Interest in and pledge of the Security Deposit, and including all proceeds thereof and general intangibles (including payment intangibles) relating thereto, including any right to payment of an amount equal to the Security Deposit by Lessor to Lessee hereunder, to Lessor as secured party for itself. No interest shall be earned, paid or repaid in respect of the Security Deposit.
- (b) Following the occurrence of an Event of Default which is continuing, in addition to all rights and remedies of Lessor elsewhere in this Agreement or under Law, Lessor may, on behalf of itself or on behalf of any of its Affiliates, immediately or at any time thereafter, without notice to Lessee, use or apply an amount equal to all or part of the Security Deposit in or towards the payment or discharge of any matured obligation owed by Lessee under this Agreement, in such order as Lessor sees fit, and/or exercise any of the rights of set-off described in Clause 22.4 (*Set-off*) with respect to an amount equal to the Security Deposit and/or exercise any other right or remedy of a secured creditor upon a default provided in the UCC.
- (c) If Lessor exercises any of the rights described in Clause 6.3(b):
  - (i) Lessee shall, upon a demand in writing from Lessor, immediately and in any event within [REDACTED] of such demand, pay in immediately available funds an amount sufficient to restore the Security Deposit to the level at which it stood immediately prior to such exercise; and
  - (ii) such use, application or retention shall not be deemed a cure of any Event of Default unless such use, application or retention was sufficient to cure such Event of Default (or Lessee has otherwise cured the same) and Lessee has promptly, but in any case, within [REDACTED] of the occurrence of the Event

of Default, restored the Security Deposit to the level at which it stood immediately prior to such exercise.

- (d) It is hereby agreed that the Security Deposit shall not constitute an agreed liquidated damages amount.

#### 6.4 Provision of Letter of Credit

Lessee may, following execution of this Agreement and at any time during the Term, in lieu of the cash Security Deposit or any other existing Letter of Credit, deliver to Lessor a Letter of Credit substantially in the form set out in Schedule 11 (*Form of Letter of Credit*) or as otherwise approved by Lessor from time to time, acting reasonably (the “**Letter of Credit**”), **provided that** no Event of Default is continuing. Such Letter of Credit shall in any event:

- (a) be denominated in and payable in Dollars and be payable in an amount of not less than the Security Deposit required hereunder;
- (b) be issued by a bank with a long-term unsecured debt rating of A- with Standard & Poor’s or A3 with Moody’s (the “**Acceptable LC Bank Rating**”) or confirmed by such a bank;
- (c) be an irrevocable standby Letter of Credit payable on demand without proof or evidence of entitlement of loss required at an office in [REDACTED] or in another location satisfactory to Lessor, and shall be capable of being drawn by Lessor directly at sight, by facsimile, or post at such office;
- (d) without prejudice to Clause 6.4(c) above, be capable of being drawn if a replacement Letter of Credit is not provided in accordance with Clause 6.5 (*Letter of Credit*); and
- (e) have a non-cancelable term of at least three hundred and sixty-five (365) days or, if less a non-cancellable term extending thirty (30) days beyond the Expiry Date.

Notwithstanding anything to the contrary in this Clause 6.4 (*Provision of Letter of Credit*), Banco Bilbao Vizcaya Argentaria, S.A. and any of its Affiliates shall be considered an acceptable issuing bank for any Letter of Credit, provided that such Letter of Credit is drawable in New York or London.

#### 6.5 Letter of Credit

- (a) If Lessee provides Lessor with a Letter of Credit in accordance with the terms of Clause 6.4 (*Provision of Letter of Credit*), then on receipt of such Letter of Credit Lessor shall return any cash Security Deposit paid by Lessee to Lessor pursuant to Clause 6.1 (*Lessee Payment*) to Lessee no later than [REDACTED] after receipt of the Letter of Credit.
- (b) If Lessee provides Lessor with a Letter of Credit in accordance with the terms of Clause 6.4 (*Provision of Letter of Credit*), Lessee shall ensure that a Letter of Credit remains in place throughout the Term or any relevant part thereof; provided, however, that Lessee may replace a Letter of Credit with a cash Security Deposit and so long as no Event of Default shall have occurred and be continuing, Lessee shall have the right to put in place a replacement Letter of Credit in accordance with the terms of Clause 6.4

(*Provision of Letter of Credit*). Lessor will return to Lessee the original of the replaced Letter of Credit as soon as reasonably practicable (and in any event within five (5) Business Days) following receipt of a cash Security Deposit or a replacement Letter of Credit.

- (c) Lessee shall procure the renewal of or new issue of a Letter of Credit no later than [REDACTED] (the “**LC Renewal Date**”) prior to the stated expiry date of any then current Letter of Credit.
- (d) If Lessee fails to put in place a replacement Letter of Credit by the LC Renewal Date in accordance with Clause 6.5(c) and has not notified Lessor that Lessee will replace the same with a cash Security Deposit of like amount by such LC Renewal Date and thereafter does not otherwise in fact replace the Letter of Credit with such cash Security Deposit not later than [REDACTED] prior to the stated expiry date of such Letter of Credit, Lessor shall be entitled to drawdown on the Letter of Credit for the full amount thereof and such monies so drawn shall thenceforth be held by Lessor as provided below.
- (e) If at any time the long term unsecured debt rating of the issuing bank or (if applicable) the confirming bank in respect of the Letter of Credit falls below the Acceptable LC Bank Rating then, Lessee shall promptly and in any event within ten (10) Business Days of receipt of written demand from Lessor, either (1) provide Lessor with a replacement Letter of Credit complying with Clause 6.4 (*Provision of Letter of Credit*); or (2) provide a cash Security Deposit that meets the requirements of, and in accordance with the provisions of, Clause 6.1 (*Lessee Payment*), in which event, upon receipt of such replacement Letter of Credit or cash Security Deposit Lessor will return the original Letter of Credit to Lessee as soon as reasonably practicable (and in any event within five (5) Business Days) following receipt of such replacement Letter of Credit or cash Security Deposit.
- (f) Lessor may assign or pledge its interest in the proceeds of the Letter of Credit to any Financing Party and may transfer its interest under the Letter of Credit to any assignee or transferee of Lessor’s interests as permitted by Clause 21.2 (*Lessor Transfer*) (and Lessee shall at Lessor’s cost perform such acts and deliver such instruments as Lessor may reasonably request in order to carry out and effect any such assignment, pledge or transfer).
- (g) Lessor shall be entitled to make any number of demands under the Letter of Credit at any time following any Event of Default which is continuing or pursuant to Clause 6.5(d). Any amounts drawn under the Letter of Credit shall be treated as if they were a cash Security Deposit under Clause 6.3 (*Concerning the Security Deposit*).
- (h) If in accordance with Clause 6.3 (*Concerning the Security Deposit*), Lessor applies any amount (the “**Paid Amount**”) drawn down under the Letter of Credit, then Lessee shall immediately and in any event within [REDACTED] of demand, either: (i) cause an additional Letter of Credit to be issued and delivered to Lessor complying with the requirements of Clause 6.4 (*Provision of Letter of Credit*) in an amount equal to the Paid Amount and expiring on the same date as the existing Letter of Credit, or (ii) pay to Lessor in immediately available funds an amount equal to the Paid Amount so that Lessor shall at all times have on an aggregate basis the benefit of a Letter of Credit and/or a cash Security Deposit in the amount of the Security Deposit pursuant to Clause 6 (*Security Deposit*).

- (i) If at any time any Letter of Credit delivered to Lessor shall cease to constitute the legal, valid and binding obligations of the issuer thereof or any applicable confirming bank enforceable in accordance with its terms, or amounts payable under any Letter of Credit shall cease to be freely available for drawing, Lessee shall forthwith notify Lessor upon becoming aware of such circumstance(s) and as soon as practicable and in any event within [REDACTED] after becoming aware of such circumstances or after written demand from Lessor either (i) deliver to Lessor a replacement Letter of Credit complying with the requirements set out in Clause 6.4 (*Provision of Letter of Credit*) or (ii) deliver to Lessor a cash Security Deposit in an amount equal to the face value of the Letter of Credit, to be held by Lessor in accordance with Clause 6.3 (*Concerning the Security Deposit*), whereupon Lessor shall redeliver to Lessee the first above mentioned Letter of Credit not later than five (5) Business Days following receipt of such replacement Letter of Credit or, as the case may be, cash Security Deposit.
- (j) Subject to the payment, performance and discharge in full of all of Lessee's obligations under each of the Operative Documents to which Lessee is a party, Lessor shall within [REDACTED] of the Termination Date return to Lessee any Letter of Credit. The provisions of this Clause 6.5(j) shall survive, and remain in full force and effect, notwithstanding the expiration or other termination of this Agreement and/or the leasing of the Aircraft hereunder.

## **7. PAYMENTS**

### **7.1 Account for Lessee Payments**

All payments by Lessee to Lessor under the Operative Documents will be made for value on the due date in Dollars in immediately available funds by SWIFT or wire transfer to the account set out below or to such other account as Lessor may from time to time notify Lessee in writing five (5) Business Days prior to a date for a payment hereunder; provided that the payment and/or indemnity obligations of Lessee under the Operative Documents, measured as of the date any such change is effective, shall not be increased solely as a result of the designation of such other account: [REDACTED]

### **7.2 Default Interest**

If Lessee fails to pay any amount payable under this Agreement on the due date, Lessee shall pay to the other party on demand from time to time interest at the Default Rate (both before and after judgment) on that amount, from the due date to the date of payment in full. All such interest will be compounded monthly and calculated on the basis of the actual number of days elapsed in the month and assuming a thirty (30) day month and a three hundred sixty (360) day year.

### **7.3 Absolute Obligations**

- (a) This Agreement is a net lease. Except to the extent set forth in Clause 7.3(c) below, Lessee's obligations to pay Rent and to perform any of its other obligations pursuant to this Agreement are absolute and unconditional and shall be paid and performed in full when due without reduction, deduction, set-off, recoupment, claim or counter claim, and Lessor shall have all of the rights and benefits of a lessor under a lease to which Section 2A-407 of the UCC applies as provided therein. Lessee may not regard its obligations as cancelled, terminated, suspended, reduced or altered (and waives to the greatest extent permitted by applicable Laws (but subject to Clause 7.3(c)) any rights



which it may have at any time to cancel, terminate, suspend, reduce or alter such obligations) by reason of any contingency or circumstance whatsoever, including (but not limited to):

- (i) any right of set-off, counterclaim, recoupment, reduction, reimbursement, claim, defense or other right which Lessee may have against Lessor, any Indemnatee, the Manufacturer, any other vendor, or against any other Person;
  - (ii) any unavailability of the Aircraft for any reason or interruption of or interference with Lessee's use, operation or possession of the Aircraft;
  - (iii) any defect in title, airworthiness, condition, design, operation of or use of the Aircraft, merchantability, fitness for any purpose, registration of the Aircraft or any damage to or (subject to the provisions of Clause 16.2 (*Total Loss After Delivery*)) loss or destruction of the Aircraft;
  - (iv) any insolvency, bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceedings by or against Lessor or Lessee or any other Person;
  - (v) any invalidity or unenforceability of or other defect in this Agreement; and,
  - (vi) any other cause or circumstance which but for this provision would or might otherwise have the effect of terminating, canceling, suspending, abating, reducing, deferring or in any way affecting any obligation of Lessee under this Agreement, including to lease the Aircraft or pay Rent. Lessee acknowledges and agrees that it has used its own judgment in selecting the Aircraft, and has not relied on Lessor or on any information supplied by Lessor, and that Lessor is not a manufacturer of or dealer in aircraft.
- (b) Each payment of Rent made by Lessee shall be final. Lessee will not seek to recover all or any part of any payment of Rent for any reason whatsoever except for manifest error.
- (c) If at any time while no Event of Default has occurred and is continuing, (i) any Lessor Party (or anyone lawfully claiming through or under a Lessor Party) breaches its covenant of quiet enjoyment in Clause 8.1 (*Quiet Enjoyment*) or in any other Operative Document and (ii) as a result thereof, [REDACTED]
- (d) The provisions of this Clause 7.3 (*Absolute Obligations*) shall not be construed to limit Lessee's right to institute separate legal proceedings for direct damages or otherwise pursue remedies for direct damages against Lessor in the event of Lessor's breach of the terms of this Agreement or to limit Lessee's rights and remedies against any other Person.

#### 7.4 Currency Indemnity

- (a) If, under any applicable Law, whether as a result of a judgment or the liquidation of a party or for any other reason, any payment under or in connection with the Operative Documents is made or is recovered in a currency (the "**other currency**") other than the

currency (the “**contractual currency**”) in which it is payable pursuant to the Operative Documents then, to the extent that the payment (when converted into the contractual currency at the rate of exchange on the date of payment or, in the case of a liquidation, the latest date for the determination of liabilities permitted by the applicable Law) falls short of the amount unpaid under the Operative Documents, the payor shall as a separate and independent obligation, fully indemnify the party entitled to receive such payment against the amount of the shortfall. For the purposes of this sub-clause “**rate of exchange**” means the rate at which the payor is able on the relevant date to purchase the contractual currency in New York with the other currency.

- (b) Lessee waives any right it may have in any jurisdiction to pay any amount under any Operative Document in a currency other than that in which such amount is expressed to be payable.

#### 7.5 **Application of Payments by Lessor**

If any sum paid to Lessor or recovered by Lessor in respect of the liabilities of Lessee under this Agreement is less than the amount then due, Lessor may apply that sum to amounts that are then due from Lessee under the Operative Documents in such proportions and order and generally in such manner as Lessor may determine in its reasonable discretion.

#### 7.6 **Lessor’s Determination of Amounts Due**

Any certificate or determination by Lessor as to any rate of interest or as to any other amount payable under this Agreement shall, in the absence of manifest error, be prima facie evidence of the amount so payable.

#### 7.7 **Business Day Convention**

If any payment due under this Agreement (including any payment of Rent) would otherwise be due on a day which is not a Business Day, it shall be due on the immediately [REDACTED] Business Day, or, if that Business Day falls in the following month, in the following year, or after the Termination Date, on the Business Day immediately before such date. Payments of Rent due on a day which is not a Business Day shall be due on the immediately [REDACTED] Business Day.

#### 7.8 **Retention of Certain Payments**

Any amount referred to in any Operative Document which is payable to or retainable by Lessee shall not be paid to or retained by Lessee at any time when an Event of Default shall have occurred and be continuing or so long as any sums which are then due from Lessee to any Lessor Party under this Agreement or any other Operative Documents remain unpaid, but instead such amount shall be paid to or held by Lessor as security to be held and applied in accordance with the provisions of this Agreement. At such time as there shall not be continuing any Event of Default and at such time as there is no amount then due to any Lessor Party and unpaid by Lessee, such amount shall be paid to Lessee to the extent not applied in accordance with the preceding sentence. Where Lessor would, but for this Clause 7.8 (*Retention of Certain Payments*) or any similar provision, be obliged to make any payment to Lessee, Lessor may elect to make such payment but shall be entitled to deduct or withhold from such payment any amount then due and payable under the Operative Documents with prior electronic or written notice to Lessee.

## 7.9 Invoices

Lessor shall provide Lessee with an electronic or paper invoice and supporting documentation before any payment to be made by Lessee to Lessor under the Operative Documents is due (including with respect to the payment of Rent and the Security Deposit), but failure to issue an invoice or the non-receipt of any such invoice shall not affect Lessee's obligation to make such payment.

## 8. LESSOR COVENANTS

### 8.1 Quiet Enjoyment

Lessor agrees that, provided no Event of Default has occurred and is continuing and **provided that** this Agreement shall not have been otherwise terminated, none of Lessor, any other Lessor Party and any Person claiming by, through or under it or any other Lessor Party (including any Financing Party) shall take or cause to be taken any action to interfere with Lessee's or any Permitted Sublessee's right to use, possession and quiet enjoyment of the Aircraft. The foregoing shall not, however, prevent Lessor, or its successors, assigns and transferees, from exercising any rights or remedies under the Operative Documents.

### 8.2 Lessor Obligations following Termination Date

Lessor shall within five (5) Business Days of the Termination Date:

- (a) pay to Lessee a portion of any Rent paid to Lessor to the extent such portion is attributable to the period falling after, but excluding, the Termination Date; and
- (b) pay to Lessee an amount equal to the Security Deposit in accordance with Clause 6.2 (*Lessor Payment*) or return the Letter of Credit in accordance with Clause 6.5(j), whichever is applicable;

If any amount due and owing to Lessor under this Agreement and the other Operative Documents to which Lessee is a party is unpaid or if any Event of Default has occurred and is continuing, Lessor may hold and apply any such amounts in or toward the satisfaction of such payment owed or the cure of such Event of Default and, at such time as no amount due and owing to Lessor under this Agreement and the other Operative Documents to which Lessee is a party is unpaid and no Event of Default is in existence, shall pay the unapplied portion thereof, if any, to Lessee.

### 8.3 Lessor Obligations regarding Tax Information

Lessor and Owner Participant shall provide to Lessee the information described in Clause 20.6(c) hereof, as and when required pursuant to such Clause.

### 8.4 Lessor Obligations Regarding AD Cost Sharing

Subject to Clause 7.8 (*Retention of Certain Payments*), if Lessee performs an Airworthiness Directive or Mandatory Order on the Aircraft on a terminating action basis (or to the highest level of compliance available) prior to the expiration of the Term and the cost of performing such Airworthiness Directive or Mandatory Order on the Aircraft exceeds [REDACTED], Lessor shall, promptly following receipt of an invoice and documentation supporting the cost of performing such Airworthiness Directives and Mandatory Orders on the Aircraft, reimburse Lessee for a

portion of such cost determined in accordance with the formula set forth in Clause 5 of Part A of the Financial Terms Annex.

## 9. LESSEE COVENANTS

### 9.1 Performance

- (a) Lessee shall perform and comply with its undertakings, covenants and other agreements in this Agreement at all times prior to Delivery (where applicable) and during the Term. All such undertakings and covenants shall, except where expressly otherwise stated, be performed at the expense of Lessee.
- (b) Lessee shall remain liable to Lessor for all of Lessee's obligations and liabilities under this Agreement notwithstanding any delegation by Lessee to another Person of any such obligations or liabilities or any reliance by Lessee on another Person to perform or discharge any such obligations or liabilities, whether or not such delegation or reliance is permitted or contemplated by this Agreement (including any Permitted Sublessee and the related sublease under Clause 10.3 (*Subleasing*)); **provided that** to the extent any such obligation or liability is actually performed or discharged by such other Person on Lessee's behalf, such performance or discharge shall constitute performance or discharge of the corresponding obligation or liability of Lessee.
- (c) Lessee will cause any Post-Delivery Authorizations and Filings to be made or obtained as provided in the definition of such term and by the deadline provided in Clause 5 of Schedule 3 (*Conditions Precedent and Post-Closing Matters*).

### 9.2 Information – General and Financial

Lessee shall:

- (a) furnish to Lessor and Owner Participant:
  - (i) by making the same available on its website or directly to Lessor if not posted on its website, no later than [REDACTED] days after the last day of each financial year of Lessee, its audited consolidated balance sheet and cash flow statement as of such day and its audited consolidated profit and loss statement for the year ending on such day; and
  - (ii) to the extent that Lessee is permitted by applicable Law and is not bound by confidentiality undertakings to third parties, such other information concerning the business or financial affairs of Lessee as Lessor or Owner Participant may from time to time reasonably request; provided, however, that under no circumstances shall Lessee be required to provide Lessor or Owner Participant with financial or operational forecasts;
  - (iii) following the occurrence of an Event of Default which is continuing, promptly provide such financial, operational and other information concerning Lessee and its affairs as Lessor may reasonably request;

- (b) promptly notify Lessor of the occurrence of any Total Loss or of any event which is likely to result in a claim under the Insurances in excess of the Damage Notification Threshold;
- (c) promptly notify Lessor of the occurrence of any Event of Default or of any other event or circumstance that, in Lessee's opinion (acting reasonably), could reasonably be expected to have a material adverse effect on its ability to perform any of its obligations under the Lessee's Documents, taking into account all other obligations that Lessee must observe or perform at that time and shall provide Lessor with full detail of any steps that Lessee is taking, or proposes to take, to remedy or mitigate the effect of the Event of Default;
- (d) if the Aircraft is subleased to a sublessee, Lessee shall promptly notify Lessor if that sublease is terminated or terminates (other than as a result of the normal expiration thereof);
- (e) promptly notify Lessor of the existence of any proceedings of a judicial or administrative nature involving Lessee, which are likely to have a material adverse effect on the ability of Lessee to comply with its obligations under this Agreement or affect its right of possession of the Aircraft; and
- (f) within thirty (30) days after receipt by Lessee of a request by Lessor (or such shorter period as may be set forth in any written request by any Government Entity for information or documents), Lessee shall furnish in writing to Lessor such information or documents within its possession or which are reasonably available to it (or copies thereof certified as correct by an authorized officer of Lessee) regarding the Aircraft as may reasonably be requested by Lessor or as may be required to enable Lessor to file any report or document required to be filed by it with any Government Entity because of its ownership interest in the Aircraft, the Airframe or the Engines.

### 9.3 Operation of the Aircraft

Lessee shall:

- (a) operate the Aircraft solely for commercial purposes;
- (b) not use or operate the Aircraft in violation of or contrary to any Regulation applicable to it or the Aircraft; provided that, the foregoing shall not prohibit Lessee from operating the Aircraft temporarily in any manner or location in the event of an emergency;
- (c) not knowingly permit any items to be on or transported by the Aircraft if it is prohibited by any Regulation for such item to be on or transported by the Aircraft;
- (d) not use or operate the Aircraft for any purpose for which the Aircraft is not designed or for any purpose other than primarily in passenger service in passenger configuration, or in a manner inconsistent with the Manufacturers' manuals or the Aviation Authority directives;

- (e) not use the Aircraft for purposes of training, qualifying or re-confirming the status of cockpit personnel except for the benefit of Lessee's cockpit personnel, and then only if the use of the Aircraft for such purpose is not disproportionate to the use for such purpose of other aircraft of the same or similar type operated by Lessee in any twelve (12) month period;
- (f) not use or operate the Aircraft or suffer or permit the Aircraft to be used or operated in any manner when the Insurances are not in full force and effect, and not use, operate or locate the Aircraft or suffer or permit the Aircraft to be used, operated or located in any manner not covered by the Insurances or in any area excluded from coverage by the Insurances (and without limiting the foregoing, Lessee will not use, operate or locate the Aircraft or permit it to be used, operated or located in any area of recognized or threatened hostilities when the war risk Insurances are not in full force and effect and applicable thereto); provided, that, the foregoing shall not prohibit Lessee from operating the Aircraft temporarily in any such locations in the event of an emergency situation; and
- (g) not operate, maintain, modify, insure or deal with the Aircraft or any Engine or Part in a manner which adversely discriminates against the Aircraft or such Engine or Part, when compared with the manner in which Lessee operates, maintains, modifies, insures or deals with similar aircraft, engines or parts in Lessee's fleet.

#### 9.4 General Covenants, Compliance and Outgoings

Lessee shall:

- (a) at all times during the Term maintain (i) its business as a commercial scheduled air carrier; (ii) its corporate existence (except as permitted by Clause 9.7 (*Lessee Existence*)); and (iii) in full force and effect, all consents, licenses, authorizations, approvals, permits, rights and privileges material to its business or to the performance of its obligations under this Agreement;
- (b) comply with all Regulations required for the making of payments, and the performance by Lessee of its other obligations under this Agreement and the Operative Documents;
- (c) not cause or permit the Aircraft to proceed to, or remain at, any location in an Excluded Country, except on a temporary basis in the event of an emergency situation, unless the same are permitted pursuant to applicable consents, exemptions or licenses which have been obtained or apply in respect thereof;
- (d) promptly pay or cause to be paid when due (i) all license, registration, navigation and airport fees and charges assessed and demanded by any Government Entity and/or any other air navigation authority in accordance with applicable Regulations relating to the Aircraft and (ii) all costs, expenses, charges, fees (including, without limitation, license and registration fees), Taxes and other outgoings related to the operation, storage, maintenance, leasing or registration of the Aircraft, which in either case if not paid when due could result in a Security Interest which is not a Permitted Lien being imposed on the Aircraft; and
- (e) comply with all applicable Laws concerning security measures to protect the Aircraft and its passengers from theft, destruction, hijacking, bombing or other acts of terrorism.

## 9.5 Registration and Protection

- (a) Lessee shall to the greatest extent permitted by applicable Law and at its own cost and expense (unless otherwise expressly set forth herein) and subject to Lessee's receipt from Lessor of any documentation required by the Aviation Authority or any applicable Regulation (provided always that Lessee shall request such necessary documentation from Lessor in a timely manner):
  - (i) so long as Lessor continues to be eligible for such registration, keep the Aircraft registered with the FAA in the name of Lessor as owner thereof and not take or permit any action contrary to the continued registration of the Aircraft with the FAA in the name of Lessor other than (x) with Lessor's prior written approval which will not be unreasonably withheld or (y) in connection with a sublease of the Aircraft to a Permitted Sublessee;
  - (ii) subject to clause (iii) below, cooperate with Lessor in relation to the registration and recordation with the FAA and any other relevant public record (or as required to comply with the Cape Town Convention or the Geneva Convention where applicable) of (x) the Aircraft and this Agreement (or particulars thereof) and/or (y) the interest of Lessor as owner and lessor and, at Lessor's cost, the rights of any Financing Parties having a Security Interest in respect of the Aircraft or this Agreement (as the case may be) on such public record;
  - (iii) cause any supplements and amendments to be promptly filed and recorded with the FAA and any other relevant public record (or as required to comply with the Cape Town Convention or the Geneva Convention where applicable); and
  - (iv) at Lessor's cost make and cooperate with Lessor in relation to the making of any changes to the registrations referred to at (i), (ii) or (iii) above as may be necessary or advisable (and are consistent with the provisions of this Agreement) to take account of any change permitted by this Agreement in ownership of the Aircraft any Engine or Part (including any permanent replacement of any Engine or Part) or any change in the financing of the Aircraft.
- (b) Lessee shall not without the prior written consent of Lessor change the State of Registration other than as permitted pursuant to Clause 9.5(a)(i) and, following the termination of any sublease of the Aircraft during which the Aircraft is registered in a jurisdiction other than the United States of America, Lessee shall also have the right without Lessor consent to re-register the Aircraft with the FAA in the name of Lessor as owner.
- (c) Lessee shall from time to time, do or cause to be done any and all acts and things which may be required or desirable (in the discretion of Lessor acting reasonably, but in each case consistent with the provisions of this Agreement and the other Operative Documents to which Lessee is a party) which are requested in writing by Lessor, acting reasonably, to ensure that Lessor, and, at Lessor's cost, the Financing Parties, if any, have or obtain the fullest benefit(s) of the Cape Town Convention and/or the Protocol as in effect in the State of Registration in connection with the Aircraft and any Engine, including (but not limited to):

- (i) any matters connected with registering, perfecting, preserving and/or enhancing any International Interest(s) or other registrable interests vested in Lessor or the Financing Parties with respect to the Aircraft and/or any Engine and constituted by this Agreement;
  - (ii) constituting any International Interest(s) or other registrable interests to be vested in Lessor or the Financing Parties with respect to the Aircraft and/or any Engine in connection with this Agreement;
  - (iii) entry into agreements (subordination or otherwise) to protect, perfect and/or enhance and/or improve the priority of any International Interest(s) or other registrable interests referred to in the foregoing Clauses 9.5(c)(i) and/or (ii); and
  - (iv) taking all relevant actions and cooperating as may be requested by Lessor in writing with respect to the issuance of an IDERA in favor of Lessor (or if requested, the Financing Parties Representative) to the extent such instrument becomes recognized in the United States of America after the date hereof and all necessary Regulations implementing such recognition and measures with respect to the filing and acknowledgement of an IDERA have been fully adopted and implemented in the United States of America after the date hereof; provided that Lessee shall only be required to take any such action or provide any such cooperation subject to, and in accordance with all applicable laws and regulations of the United States of America, and upon the deactivation of the Deregistration Power of Attorney in effect at that time.
- (d) Lessee and Lessor agree that for all purposes of the Cape Town Convention, (i) this Agreement upon Delivery of the Aircraft, and any sublease under the terms of this Agreement, will constitute a separate International Interest with respect to the Airframe and/or each Engine, and (ii) the Airframe and each Engine constitute Aircraft Objects.
- (e) The costs and expenses in opening and maintaining the Transacting User Entity accounts for Lessee shall be borne by Lessee, but the costs and expenses in opening and maintaining the Transacting User Entity accounts of the Lessor Parties and any Financing Party shall be borne by the Lessor Parties or the Financing Parties, as the case may be.

## 9.6 Title and other Property and Security Interests

Lessee shall:

- (a) affix, and maintain in a prominent position, a fireproof plate (having dimensions of not less than 10 cm. x 7 cm.) on each Engine and in the cockpit or cabin of the Aircraft stating:

“THIS [AIRCRAFT/ENGINE] IS OWNED BY BANK OF UTAH, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE UNDER THAT CERTAIN TRUST AGREEMENT (MSN [TBD]), AND IS LEASED TO AEROVÍAS DE MÉXICO, S.A. DE C.V. [AND IS SUBJECT TO A SECURITY INTEREST/LIEN IN FAVOR OF (THE FINANCING PARTIES REPRESENTATIVE)]”;

provided, that the replacement of any such fireproof plates required due to changes of



ownership or lienholders shall be arranged and paid for by Lessor.

- (b) not at any time (i) represent to others that Lessor, Owner Participant or the Financing Parties are in any way connected with or responsible for any operation of the Aircraft or the business of Lessee or carriage (whether for hire or reward or gratuitously) which may be undertaken by Lessee; or (ii) pledge the credit of Lessor, Owner Participant or the Financing Parties;
- (c) not hold itself out to any third party as owner of the Aircraft or any part of it, and on all occasions when the ownership of the Aircraft, any Engine or any Part is relevant, make clear to third parties that title is held by Lessor;
- (d) not abandon the Aircraft, any Engine or any Part;
- (e) not grant to any person other than Lessor or Financing Parties Representative an IDERA or a deregistration power of attorney with respect to the Airframe or any Engine, and the granting of an IDERA to Lessor or Financing Parties Representative shall be subject to Clause 9.5(c)(iv);
- (f) not allow the Aircraft, any Engine or any Part or this Agreement or the Insurances, to become or remain subject to any Security Interest (other than Permitted Liens) and promptly at Lessee's expense take such action as may be necessary to discharge any such Security Interest other than Permitted Liens if the same shall exist at any time; or
- (g) not consent to any interests conflicting with (whether or not taking priority over) the interests of Lessor as lessor and owner or any Financing Party to be registered at the International Registry without the prior written consent of Lessor, or such Financing Party (as the case may be).

#### 9.7 Lessee Existence

Lessee will preserve its corporate existence, will not sell, lease, transfer or otherwise dispose of all or substantially all of its assets (in one or in any series of transactions) to any Person and will continue to be a regularly scheduled, commercial airline; provided that Lessee may sell, lease, transfer or otherwise dispose of all or substantially all of its assets (in one or a series of transactions) to any Person or merge or consolidate with any Person in a transaction in which it is not the surviving Person if the following conditions are satisfied:

- (a) Lessee has provided Lessor with thirty (30) days prior written notice of such transaction;
- (b) the Person acquiring such assets or the Person surviving such merger or consolidation (in either case, the "**Surviving Entity**") assumes all of the rights and obligations of Lessee under the Operative Documents to which Lessee is a party;
- (c) the tangible net worth of the Surviving Entity is equal to or greater than the tangible net worth of Lessee immediately prior to such merger or consolidation, except where (if the Surviving Entity's tangible net worth would be lower than such prior tangible net worth of Lessee), this does not and could not reasonably be expected to cause an Event of Default or have a material adverse effect on the ability of the Surviving Entity to comply with its obligations under the Operative Documents;

- (d) the Surviving Entity is duly organized and validly existing under the laws of its state of organization;
- (e) the Surviving Entity shall execute and deliver to Lessor an agreement, in form and substance reasonably satisfactory to Lessor, by which the Surviving Entity assumes the due and punctual performance and observance of each covenant and condition of Lessee under this Agreement and agrees to be bound thereby (such assumption of obligations to be legal, valid, binding and enforceable, except as enforcement of such agreement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting the rights of creditors generally and general principles of equity);
- (f) the Surviving Entity shall execute and deliver to Lessor and/or file such recordations and filings with any Government Entity (including the Aviation Authority) and such other documents as Lessor shall reasonably deem to be necessary or advisable (including, without limitation, to preserve and protect the interests of Lessor and the Financing Parties) to evidence, or in connection with, such transfer of assets, merger or consolidation;
- (g) the Surviving Entity provides a legal opinion in form and substance satisfactory to Lessor (acting reasonably) regarding the existence of the Surviving Entity and its assumption of Lessee's obligations under this Agreement and the other Operative Documents; and
- (h) prior to and immediately after giving effect to such transfer of assets, merger or consolidation, no Event of Default shall have occurred and be continuing.

Lessee shall pay all reasonable costs and expenses incurred by Lessor and, if applicable, any Financing Party (including all reasonable legal fees and expenses) in relation to any such transfer of assets, merger or consolidation following receipt of an invoice and supporting documentation in respect thereof.

[REDACTED]

## 10. POSSESSION, SUBLEASING AND POOLING

### 10.1 Possession

Lessee will not, without the prior written consent of Lessor (not to be unreasonably withheld or delayed), sublease or otherwise part with possession of the Aircraft, any Engine or any Part, except that Lessee shall have the right to deliver possession of the Aircraft, the Engines or any Part without Lessor's consent:

- (a) with respect to the Aircraft, the Engines or any Part, to the relevant Manufacturer or Approved Maintenance Performer for testing, modification, maintenance, repair, overhaul or other work to the extent required or permitted by this Agreement;
- (b) on a wet lease which complies with Clause 10.2 (*Wet leasing*);
- (c) on a sublease which complies with Clause 10.3 (*Subleasing*); and
- (d) with respect to an Engine or Part as expressly permitted by this Agreement.

## 10.2 Wet leasing

Lessee shall be permitted to wet lease or charter the Aircraft to a third party **provided that** under the terms of such wet lease or charter:

- (a) the Aircraft shall be operated solely by regular employees of Lessee possessing all current certificates and licenses that are required by applicable Regulations;
- (b) the Aircraft shall remain subject to the insurance coverage required under Clause 15 (*Insurance*) or such other insurance coverage as is approved by Lessor;
- (c) the Aircraft shall be maintained by Approved Maintenance Performers in accordance with the Maintenance Program and Lessee's normal maintenance practices;
- (d) the Aircraft shall not be subject to any change in its State of Registration;
- (e) such wet lease or charter is expressly subordinated to this Agreement and the rights of Lessor and the Financing Parties hereunder and to the Aircraft;
- (f) the duration of such wet lease or charter (including all extensions and renewals) does not extend beyond the then scheduled Expiry Date; and
- (g) no Event of Default has occurred and is continuing under this Agreement at the time Lessee enters into such wet lease or charter.

## 10.3 Subleasing

Lessee may, (x) [REDACTED] or (y) with the written consent of Lessor (not to be unreasonably withheld or delayed), sublease the Aircraft to any Person not described in sub-clause (x) above. Any proposed sublease shall satisfy each of the following conditions:

- (a) either (i) the sublease shall state that it is subject and subordinate to this Agreement, and the sublessee shall execute an acknowledgment addressed to Lessor and any Financing Party Representative confirming the foregoing and acknowledging that the sublease will terminate on or before the Termination Date; or (ii) if Lessor notifies Lessee that Lessor's counsel in the relevant jurisdiction is of the opinion that a sublease assignment is necessary or advisable in such jurisdiction, Lessee shall grant Lessor or Financing Parties Representative (as applicable) a security assignment (in form and substance reasonably satisfactory to Lessor and Financing Parties Representative) assigning all of Lessee's rights, title and interest to, in and under such sublease to Lessor, or the Financing Parties Representative, as applicable;
- (b) the proposed sublessee must be a commercial air carrier or air operator holding a valid air operator's certificate;
- (c) other than in respect of the Bankruptcy cases, the proposed sublessee must not be subject to any insolvency or reorganization proceedings;
- (d) no Event of Default shall have occurred and be continuing at the time of commencement of such sublease or would result as a consequence of such sublease;

- (e) Lessee shall have given not less than thirty (30) days' prior written notice to Lessor and Owner Participant of its intention to enter into any sublease agreement or arrangement (which notice shall include a description of the proposed subleasing arrangements including the identity of the proposed sublessee, the term of the sublease and the proposed delivery date under the sublease) and Lessee shall have provided to Lessor and Owner Participant at least ten (10) days' prior to execution of the sublease agreement, a copy of the draft sublease agreement and the draft insurance certificate (it being acknowledged that in any event (x) Lessee may redact the amount of Rent and all other economic terms, (y) the conditions below are required to be satisfied prior to commencement of the relevant sublease and (z) the evidence and/or documentation specified below shall be required to be provided to Lessor and Owner Participant prior to commencement of the relevant sublease so as to give Lessor and Owner Participant a reasonable period of time to review the same);
- (f) the sublease shall not permit the sublessee to take any action inconsistent with the requirements and obligations of Lessee under this Agreement and shall require the sublessee to operate the Aircraft on substantially similar or more favorable terms as those set out in this Agreement, including without limitation, Clause 9.3 (*Operation of the Aircraft*), Clause 11.4 (*Maintenance and Repair*), and if the sublessee is to maintain Insurances rather than Lessee, Clause 15 (*Insurance*);
- (g) the sublease shall not permit any further subleasing, wet leasing or charter of the Aircraft other than wet leasing on substantially similar terms or more favorable terms as those set out in Clause 10.2 (*Wet leasing*);
- (h) the sublease shall not have a term which extends or is capable of extending beyond the then scheduled Expiry Date;
- (i) on or prior to the commencement of the sublease Lessee shall provide to Lessor evidence satisfactory to Lessor confirming that the Aircraft will continue to be insured in accordance with this Agreement;
- (j) the sublessee under the sublease shall not at the time of commencement of the relevant sublease be insolvent or otherwise be subject to any events of the type set out in clauses (h) through (j) of Clause 19.1 (*Events*);
- (k) the sublessee under the sublease shall hold all certificates, licenses, permits and authorizations required for its use and operation of the Aircraft;
- (l) if the Aircraft is to be registered in a new State of Registration in connection with a sublease or the termination of a sublease, Lessee shall:
  - (i) obtain Lessor's prior written consent (such consent not to be unreasonably withheld) if the new State of Registration is not the United States of America, [REDACTED]
  - (i) provide to each of the Lessor and any Financing Party Representative an opinion of counsel in such new State of Registration in form and substance reasonably acceptable to the Lessor regarding the registration of the Aircraft and the filings and recordations contemplated in clauses (ii) and (iii) of Clause 10.3(c) and such other matters reasonably requested by Lessor;

- (ii) Lessee shall procure that all necessary translations and filings in respect of any sublease are made promptly in accordance with all applicable laws in any applicable jurisdiction;
- (iii) to the extent Lessee receives the same under the sublease, which Lessee shall request from the sublessee, Lessee shall provide Lessor with an IDERA or deregistration power of attorney (as applicable) and shall request that each be issued in favor of the Lessor; provided that, in the event of a default by the sublessee under the sublease, Lessor shall be required to exercise its rights under such IDERA or deregistration power of attorney, as applicable, at Lessee's direction and cost;
- (iv) the sublessee under the sublease shall provide to Lessor all "know your customer" information requested by Lessor;
- (v) Lessee shall procure that Lessor is provided with a copy of the preamble and matrix of sublessee's Maintenance Program;
- (vi) to the extent Lessee receives the same under the sublease, which Lessee shall request from the sublessee, Lessee shall provide Lessor with copies of any letters addressed to Eurocontrol or any other relevant air traffic control authority, authorizing the addressee to issue to Lessee, upon Lessee's request from time to time, a statement of account of all sums due from the sublessee to the relevant authority in respect of all aircraft (including, without limitation, the Aircraft) operated by the sublessee;
- (vii) procure that all filings, recordings and registrations are made to the extent necessary (A) to deregister the Aircraft from the registry maintained by the then existing State of Registration, (B) to register the Aircraft in the new State of Registration in the name of Lessor as owner (and if that is not possible, in the name of Lessee or the sublessee with the interests of Lessor and Lessee noted in the registry) in accordance with and to the extent permitted by applicable Law in the new State of Registration, and (C) to register, record, protect and/or perfect the Security Interest of any Financing Parties Representative in the new State of Registration in accordance with and to the extent permitted by applicable Law in the new State of Registration. Lessor shall co-operate and procure that the Financing Parties co-operate with Lessee upon reasonable request by Lessee to assist Lessee and/or the sublessee, as the case may be, in promptly making any filings, recordings and registrations in the existing State of Registration and, if applicable, any new State of Registration which are necessary in connection with any subleasing or change in the State of Registration. Lessee shall pay all reasonable and documented out-of-pocket costs and expenses incurred by Lessor and any Financing Party in connection with such sublease, filings, recordings and registrations (and no sublease shall be permitted unless and until such filings, recordings and registrations have been made or arrangements have been made to effect the same following the delivery of the Aircraft under the sublease), whether or not such sublease is actually effected;
- (m) Lessee shall provide Lessor with a copy of the executed sublease and any amendments thereto within five (5) Business Days after the execution of such sublease or such

amendments; such copy may be in electronic form, it being agreed that Lessee may redact the amount of Rent and all other economic terms;

- (n) no subleasing of the Aircraft shall release Lessee from its obligations under this Agreement, and Lessee hereby confirms and agrees that it shall remain fully liable to perform all of its obligations under this Agreement notwithstanding any such subleasing and shall be primarily liable for any act or omission of any sublessee in connection with any such subleasing; provided Lessee's obligations hereunder shall be satisfied to the extent performed by a sublessee; and
- (o) each of Lessor and Lessee may request additions or deletions to the list of Pre-Approved Sublessees on Schedule 14 from time to time and each party shall consider such proposed addition or deletion, as the case may be, in good faith. [REDACTED]

#### 10.4 Pooling

##### (a) Pooling of Engines

Lessee shall not permit any Engine to become subject to pooling or interchange arrangements or permit any Engine to go out of its possession pursuant to any such arrangement unless:

- (i) no Event of Default has occurred and is continuing;
- (ii) the installation of the Engine on a Pool Aircraft (as defined below) is in accordance with the provisions of an engine pooling arrangement with (x) the Engine Manufacturer or (y) with an Approved Maintenance Performer or (z) with other responsible, commercial air carriers whose terms the Lessor has previously approved in writing, which, among other things, in each case contains the following requirements:
  - (A) the Engines will only be installed on an aircraft (a "**Pool Aircraft**") with which it is compatible;
  - (B) the arrangements under which the Pool Aircraft are owned or operated ensure that title to any Engine installed on that aircraft remains vested in Lessor following the installation of the Engine on that Pool Aircraft and shall not jeopardize Lessor's or any Financing Party's rights in that Engine;
  - (C) the arrangements under which the Pool Aircraft is insured would permit the recovery by Lessor of an amount at least equal to the full replacement value of that Engine upon the Total Loss of that Pool Aircraft (including the Engine) when the Engine is installed thereon; and
  - (D) the Engine is re-installed on the Airframe prior to the Expiry Date unless it is replaced by a Replacement Engine in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*).

(b) **Pooling of Parts**

Lessee shall not permit any Part to become subject to pooling or interchange arrangements, or allow any Part to go out of its possession pursuant to any such arrangement, except pursuant to an arrangement whereby:

- (i) a record of the location of any Part will be kept and made available to Lessor at any time on request;
- (ii) title to the Part which has gone out of Lessee's possession pursuant to such arrangement shall remain with Lessor until returned to Lessee or replaced with a Replacement Part in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*); and
- (iii) the Part is re-installed on the Aircraft prior to the Expiry Date unless it is replaced by a Replacement Part in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*).

**11. TECHNICAL REPORTING, AIRCRAFT DOCUMENTS, INSPECTION, MAINTENANCE AND REPAIR**

**11.1 Maintenance Status Report**

Throughout the Term, Lessee shall:

- (a) [REDACTED]
- (b) give Lessor at least [REDACTED] written notice as to the time and location of all Heavy Maintenance Checks.

**11.2 Aircraft Documents**

Lessee shall:

- (a) keep accurate, complete and current records (which records shall form part of the Aircraft Documents and, notwithstanding that such records may be generated by Lessee, shall be deemed to be the property of Lessor and leased to Lessee hereunder) as listed in Schedule 7 (*Aircraft Documents at Redelivery*) or as may otherwise be required by the Aviation Authority, the Maintenance Program and all applicable Regulations and FAR 129;
- (b) maintain all technical Aircraft Documents in English (except for the cockpit and cabin rectification log book which may be maintained in Spanish) in Lessee's format (which may be microfiche, microfilm or digital and/or electronic format or any other form);
- (c) promptly furnish to Lessor all such information as Lessor may from time to time reasonably request regarding the Aircraft or any part thereof, its use, registration, location and condition; and
- (d) retain and store such Aircraft Documents, as required by the Aviation Authority, the Manufacturers, Maintenance Program and all applicable Regulations and other materials

at either (i) Lessee's or any Permitted Sublessee's principal place of business, (ii) the facility of an Approved Maintenance Performer or (iii) a storage location under Lessee's or any Permitted Sublessee's control, and not permit any other Person (other than an Approved Maintenance Performer or a Permitted Sublessee) to have possession of or control over the same without Lessor's prior written consent.

### 11.3 Inspection

- (a) Upon Lessor's request, Lessee shall arrange that at any reasonable time during the Term (but no more than once per calendar year), Lessor or its authorized representatives (which may include representatives of the Financing Parties) may inspect the Aircraft and the Aircraft Documents, as provided herein and Lessee shall provide all reasonable assistance and co-operation in connection with such inspection (including facilitating access to the Aircraft and the Aircraft Documents). If the physical records are stored by any third party, Lessee will provide a letter granting access to the records for Lessor or its authorized representatives. Any such inspections shall not disrupt Lessee's normal business operations and inspections of the Aircraft shall be limited to a walk-around inspection which may include going on board the Aircraft but shall not include the opening of any panels, bays or disassembly of any components. During any such inspection, Lessor may, at its own expense, make copies of the Aircraft Documents, provided that if Lessee maintains, or is required by the Aviation Authority to maintain, a copy of the Aircraft Documents in electronic format, Lessee upon Lessor's request no more frequently than annually will provide a copy of such Aircraft Documents in such format to Lessor free of charge.
- (b) Each such inspecting Person shall be solely responsible for its cost of conducting an inspection (including all reasonable out-of-pocket expenses and insurance coverage) unless an inspection reveals that Lessee has failed to comply in any material respect with its obligations under this Agreement, in which case any follow up inspection required to verify that remedial work has been completed will be at Lessee's cost.
- (c) Lessor shall not have any duty or obligation to inspect the Aircraft and Lessor shall not incur any liability as a result of non-exercise of any inspection rights in this Clause 11.3 (*Inspection*).
- (d) Any inspection of the Aircraft (including any Aircraft Documents) shall be solely for Lessor's information and failure to notify Lessee of any discrepancies thereafter shall not imply that Lessee is in compliance with this Agreement, its maintenance provisions or applicable Law.
- (e) Notwithstanding anything to the contrary in this Clause 11.3 (*Inspection*), Lessor shall have the right to inspect the Aircraft and Aircraft Documents in accordance with Clause 11.3(a) at Lessee's reasonable expense following an Event of Default that has occurred and is continuing.

### 11.4 Maintenance and Repair

Lessee shall, or shall procure that an Approved Maintenance Performer shall, maintain, overhaul and repair the Aircraft so that at all times during the Term:



- (a) the Aircraft is kept airworthy in all respects and in good operating condition and repair except while the Aircraft is undergoing maintenance, modification or repair required or permitted by this Agreement;
- (b) Lessee has a current and valid certificate of airworthiness (in the appropriate category for the nature of the operations of the Aircraft) for the Aircraft issued by the Aviation Authority except where the Aircraft is undergoing maintenance, modification or repair required or permitted by this Agreement, and Lessee will from time to time provide to Lessor and Owner Participant a copy thereof within ten (10) days of Lessor's request;
- (c) the Aircraft is maintained in accordance with the Maintenance Program through an Approved Maintenance Performer and in at least the same manner and with at least the same care as is the case with respect to similar aircraft owned, leased or otherwise operated by Lessee or, if the Aircraft is being subleased, the Permitted Sublessee (taken as a whole), and as if Lessee were to retain and continue operating the Aircraft in its fleet after the Termination Date, including maintenance scheduling, modification status and technical condition, and all maintenance to the Airframe, any Engine or any Part required to maintain all warranties applicable to the Aircraft in full force and effect in accordance with their terms;
- (d) the Aircraft complies with all Regulations, Mandatory Orders and Airworthiness Directives having a compliance date during the Term regardless of upon whom such requirements are imposed;
- (e) Lessee and the Aircraft are each in compliance with any other applicable Regulation which relates to the maintenance, condition, use or operation of the Aircraft or requires any modification or alteration to the Aircraft, any Engine or Part regardless of upon whom such requirements are imposed; and
- (f) any replacement of an Engine or Part in the course of maintenance is in accordance with Clause 12 (*Replacement and Interchange of Engines and Parts*).

#### 11.5 **Maintenance Program**

- (a) Lessee shall at all times ensure that the Aircraft is subject to a maintenance program which is approved by the Aviation Authority and based on the Manufacturer's Maintenance Planning Document (the "**Maintenance Program**").
- (b) Upon Lessor's request, Lessee shall furnish to Lessor a copy of the then most current version of the preamble and matrix from the Maintenance Program.

#### 11.6 **Engine Health Monitoring; Electronic Information.**

In the event Lessee elects to participate in the Engine Manufacturer's Health Monitoring Program, Lessee will not object if Lessor seeks access from the Engine Manufacturer to its reports or data relating to the Engines, provided there is no cost to Lessee. In addition, if Lessee subscribes to the Airframe Manufacturer's on-line electronic information database and maintains on that system an updated record of the aircraft service bulletins and other configuration embodiment status and to the extent permissible as a result of future developments by the Airframe Manufacturer, Airworthiness Directives, structural repairs and maintenance planning data

compliance status, Lessee will not object if Lessor seeks access to such on-line system with respect to the Aircraft, provided there is no additional cost to Lessee.

## 12. REPLACEMENT AND INTERCHANGE OF ENGINES AND PARTS

### 12.1 Replacement of Engines and Parts

- (a) So long as no Event of Default shall have occurred and be continuing, Lessee shall have the right [REDACTED], on written notice to Lessor, to permanently replace any Engine with a Replacement Engine or replace any Part with a Replacement Part by complying with the terms of Clause 12.6 (*Permanent Replacement of Engines and Parts*). In the case of an Engine replacement, such written notice shall be given to Lessor upon the earlier of (i) at least [REDACTED], except in connection with a Total Loss of an Engine or failure of an Engine to meet the Redelivery Conditions.
- (b) Lessee shall promptly replace or procure the replacement of any Part which has become time, cycle or calendar-expired, lost, stolen, seized, confiscated, destroyed, damaged beyond economic repair, unserviceable or permanently rendered unfit for use, in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*).
- (c) Lessee shall be entitled to install and permit the installation of engines and parts on the Aircraft other than the Engines and Parts **provided that**:
  - (i) a permanent replacement of an Engine or Part shall be in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*);
  - (ii) a temporary replacement of an Engine shall be in accordance with Clause 12.3 (*Installation of other engines*); and
  - (iii) a temporary replacement of a Part shall be in accordance with Clause 12.4 (*Installation of other parts*).

### 12.2 Removed Engines and Parts

Lessee shall be entitled to remove and permit the removal of an Engine or Part from the Aircraft **provided that**:

- (a) any Removed Engine or Removed Part (as the case may be) is promptly replaced in accordance with Clause 12.1 (*Replacement and Interchange of Engines and Parts*); and
- (b) such Removed Engine or Removed Part:
  - (i) is (x) installed on another aircraft in accordance with Clause 12.5 (*Installation of Engines and Parts on Other Aircraft*), (y) properly and safely stored, or (z) in the possession of an Approved Maintenance Performer for repair, maintenance, modification and/or refurbishment in accordance with this Agreement;
  - (ii) is kept free of Security Interests (other than Permitted Liens);
  - (iii) continues to be covered by the Insurances; and

- (iv) remains the property of Lessor unless and until there has been a permanent replacement in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*) and unless and until title to that Replacement Engine or Replacement Part, as applicable, has passed to Lessor pursuant to and in accordance with this Agreement; and
- (c) Lessee complies with Clause 9.8 (*Recognition of Rights*) with respect to any Removed Engine and Removed Part.

Lessee shall ensure that any Removed Engine or Removed Part is reinstalled on the Aircraft or permanently replaced by a Replacement Engine or Replacement Part in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*) by no later than the Termination Date.

### 12.3 Installation of other engines

Lessee may only install and permit the installation of an engine on the Airframe that is not a permanent replacement in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*) if:

- (a) such engine is suitable for operation on the Airframe;
- (b) such engine is owned by or leased or conditionally sold to Lessee or a Permitted Sublessee or in Lessee's or a Permitted Sublessee's possession pursuant to a pooling arrangement; and
- (c) the Insurances for the Aircraft are not adversely affected.

No later than the Termination Date, Lessee shall remove any engine that is not an Engine and replace it with the relevant Removed Engine or a Replacement Engine in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*).

### 12.4 Installation of other parts

Lessee may install and permit the installation of any part on the Aircraft that is not a permanent replacement pursuant to Clause 12.6 (*Permanent Replacement of Engines and Parts*) if:

- (a) [REDACTED]
- (b) the Insurances for the Aircraft are not adversely affected.

### 12.5 Installation of Engines and Parts on Other Aircraft

- (a) Lessee shall only be entitled to install or permit the installation of a Removed Engine or Removed Part on another aircraft (the "**Other Aircraft**") if such aircraft is operated by Lessee or a Permitted Sublessee or a Person that is a party to a pooling arrangement in accordance with Clause 10.4 (*Pooling*) and if:
  - (i) such installation will not cause an Event of Default;

- (ii) subject to Clause 12.6 below, Lessor remains the owner of the Removed Engine or Removed Part unless and until it is permanently replaced pursuant to Clause 12.6 (*Permanent Replacement of Engines and Parts*) and the Removed Engine or Removed Part does not thereby become subject to a Security Interest (other than a Permitted Lien) and remains subject to this Agreement;
  - (iii) neither the provisions of applicable Law nor the terms of any lease, pooling arrangement or other agreement or Security Interest to which the Other Aircraft is subject, (x) prohibit such installation, or (y) require that the Removed Engine or Removed Part become the property of a Person other than Lessor and/or subject to any Security Interest, or (z) will have the effect at any time of divesting or impairing the title and interests of Lessor as owner and lessor of the Removed Engine or Removed Part (or the rights of the Financing Parties under any Security Interest or assignment in respect of the Removed Engine or Removed Part).
- (b) Lessee shall ensure that any Removed Engine or Removed Part is reinstalled on the Aircraft or permanently replaced by a Replacement Engine or Replacement Part in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*) by no later than the Termination Date.

#### 12.6 Permanent Replacement of Engines and Parts

- (a) If an Engine is to be permanently replaced in accordance with Clause 12.1(a), Lessee shall procure that good and marketable title to a Replacement Engine free and clear of all Security Interests other than Permitted Liens is conveyed to Lessor and that such Replacement Engine is subject to this Agreement whereupon the Replacement Engine shall be an Engine hereunder and the replaced Engine shall cease to be an Engine and title to the replaced Engine shall vest in Lessee. The parties shall supply to each other all such title documents as the other may reasonably require to evidence and perfect such transfer of title in accordance with all applicable Laws (including the provision if requested by the other party of bills of sale, any amendments or supplements to this Agreement and legal opinions), and where the Cape Town Convention applies, the parties shall procure the prompt registration of the transfers of title at the International Registry.
- (b) Upon installation of a Replacement Part on the Airframe or any Engine, that Replacement Part shall without further act be deemed transferred to and owned by Lessor and subject to this Agreement, and the replaced Part shall be deemed transferred to and owned by Lessee and cease to be a Part hereunder.

#### 12.7 Equipment Changes

- (a) Lessee may from time to time make or permit Equipment Changes as it may consider desirable in the proper conduct of its business; provided that each Equipment Change (i) is approved by the Aviation Authority, and (ii) (w) is required by the Aviation Authority or the FAA, or (x) is a change to or modification of the cabin configuration, the in-flight entertainment system or the Wi-Fi system or connection, or (y) has been approved by Lessor in writing, or (z) does not and will not:

- (i) result in (A) a breach of Lessee's obligations under this Agreement, (B) any expense payable by Lessor or (C) any change in the category or status of the Aircraft for purposes of any laws of the State of Registration or of the Aviation Authority;
  - (ii) materially diminish or impair the value, utility or airworthiness of the Aircraft; or
  - (iii) have a cost in excess of [REDACTED], with such amount to be escalated by [REDACTED] per annum on each anniversary of the Delivery Date.
- (b) Title to any equipment installed on the Aircraft pursuant to an Equipment Change after the Delivery Date that is owned by Lessee will on installation, without further act, vest in Lessor and shall be a Part subject to this Agreement free and clear of all Security Interests (other than Permitted Liens). Lessee will at its own expense take all such steps and execute, and procure the execution of, all such instruments as Lessor may reasonably require and which are necessary to ensure that title so passes to Lessor according to all applicable Laws.
- (c) So long as no Event of Default has occurred and is continuing, Lessee may remove and retain any Equipment Change to the extent it is severable from the Aircraft and (i) such Equipment Change is not required by a Mandatory Order or an Airworthiness Directive, (ii) such severance will not adversely affect the value, utility, condition or airworthiness of the Aircraft in comparison to its value, utility, condition or airworthiness prior to the installation of such Equipment Change, and (iii) such Equipment Change did not constitute directly or by function a replacement of a Part or Parts installed on the Aircraft at Delivery unless the Part or Parts so replaced are reinstalled on the Aircraft. Title to all parts, components, equipment and furnishings comprising any such removed Equipment Change will, on such removal, vest in Lessee free from any claim of Lessor or Security Interest of the Financing Parties and all such parts, components, equipment and furnishings shall cease to be Parts subject to this Agreement. For the avoidance of doubt, Lessee shall be entitled to remove any seats or in-flight entertainment equipment installed by Lessee provided that (i) it is severable from the Aircraft and (ii) Lessee reinstalls the seats and/or in-flight entertainment equipment [REDACTED]
- (d) [REDACTED]

## 12.8 Lessee Title

Following (i) transfer of title of a Replacement Engine or Replacement Part in accordance with Clause 12.6(a) and (b) respectively, or (ii) removal of an Equipment Change in accordance with Clause 12.7(c), title to the replaced Engine or Part or removed Equipment Change will, pass to Lessee on an "AS IS, WHERE IS" basis, without recourse, representation or warranty, except that Lessor shall represent and warrant to Lessee that it has conveyed to Lessee such title to such replaced Engine or Part or Equipment Change as was conveyed to it free and clear of all Lessor Liens, and Lessor will (at Lessee's request and cost) provide such documents as Lessee may reasonably require to evidence and perfect such transfer of title in accordance with all applicable Laws (including the provision, if required, to Lessee of bills of sale), and where the Cape Town Convention applies, cooperate with the prompt registration of the transfers of title at the International Registry.

### 13. MANUFACTURER'S WARRANTIES

- (a) With effect from Delivery and for the duration of the Term, Lessor hereby makes available to Lessee, and authorizes Lessee to exercise, at Lessee's cost, such rights as Lessor may have under any warranty with respect to the Aircraft, any Engine or any Part made by any manufacturer, vendor, sub-contractor or supplier (including compensation for loss of use of the Aircraft during the Term), to the extent that the same have not otherwise been made available to Lessee pursuant to any other agreement; provided, that if an Event of Default has occurred and is continuing, any cash payments in respect of any warranty claim shall be subject to Clause 7.8 (*Retention of Certain Payments*).
- (b) Lessee shall give Lessor and Owner Participant prompt written notice of any warranty claim in respect of the Aircraft which is expected to exceed the Damage Notification Threshold.
- (c) Lessee shall take all steps and execute all documents as are necessary at the end of the Term to ensure that the benefit of any warranties to which this Clause 13 (*Manufacturer's Warranties*) applies and which have not expired is vested in Lessor including all claims thereunder (whether or not perfected and not including any claims relating to Lessee's loss of use and operation of the Aircraft); provided, that in the event Lessee is required to pursue any such claims, Lessee will agree to do so only upon receipt of satisfactory indemnification for costs and expenses from Lessor.

### 14. INDEMNITIES

#### 14.1 General

Lessee agrees to assume liability for (as between itself and the Indemnitees), and to defend and indemnify and hold harmless each of the Indemnitees against any and all Losses (without duplication):

- (a) which may at any time be suffered or incurred by any Indemnatee directly or indirectly as a result of, arising from or connected with the manufacture, ownership, possession, delivery, importation, transportation, pooling, interchange, leasing, subleasing, wet leasing, chartering, storage, registration, insurance, replacement, maintenance, modification, refurbishment, condition, service, repair, overhaul, control, management, use, operation, exportation or redelivery of the Aircraft, any Engine or Part (either in the air or on the ground), whether or not such Losses may be attributable to any defect in the Aircraft, any Engine or any Part or to its design, testing or use or otherwise, and regardless of whether it arises out of or is attributable to any act or omission, negligent or otherwise, of any Indemnatee;
- (b) which arise as a result of the prevention or attempt to prevent the arrest, confiscation, seizure, taking in execution, impounding, forfeiture of the Aircraft or in securing release of the Aircraft, unless the foregoing occurs as a result of a Lessor Lien; or
- (c) which may at any time be suffered or incurred as a consequence of any design, testing, use of any article or material in the Aircraft, any Engine or any Part, including any defect therein (regardless of whether it is discoverable) or its operation or use constituting an infringement of patent, copyright, trademark, design or other proprietary right,

but excluding any Loss in relation to a particular Indemnatee to the extent that such Loss:

- (i) is attributable to the Gross Negligence or willful misconduct of any Indemnatee; or
- (ii) is attributable to a Lessor Tax or a Lessor Lien; or
- (iii) is, or is in respect of any claim for, a Tax, which shall instead be subject to Clause 20 (*Taxation*); or
- (iv) is attributable to acts or events which occur before the Delivery Date or after the Aircraft has been redelivered to Lessor in compliance with Clause 18 (*Redelivery*) and is no longer subject to this Agreement, unless any such act or event is attributable to an act, omission, event or circumstance which occurred during the Term; or
- (v) is attributable to the breach by any Indemnatee of the Trust Agreement, this Agreement or any other Operative Document or any misrepresentation made herein but excluding any such breach or misrepresentation to the extent it is attributable to or arises out of a breach or misrepresentation by Lessee under any Operative Document; or
- (vi) constitutes the ordinary and usual operating and overhead expenses of an Indemnatee; or
- (vii) arises in respect of any voluntary sale, assignment, conveyance, transfer or other disposition by any Indemnatee of (x) the Aircraft, an Engine or any interest therein that is not a replacement thereof under this Agreement or (y) any interest in the Trust Agreement, this Agreement or any other Operative Document other than a sale, assignment, conveyance, transfer or other disposition as a result of enforcement by Lessor of its rights following an Event of Default;
- (viii) is in respect of any claim for currency indemnification, which shall instead be subject to Clause 7.4 (*Currency Indemnity*);
- (ix) represents or results from any decline in the market value of the Aircraft to the extent such decline arises as a result of circumstances affecting the market value of the aircraft of the same type as the Aircraft generally and does not result from any breach by Lessee of its obligations under this Agreement or any other Operative Document or Equipment Changes permitted hereunder;
- (x) represents or results from a failure of such Indemnatee to realize any anticipated profit other than a Loss which is attributable to the breach by Lessee of its obligations under this Agreement;
- (xi) is a Loss for which Lessor or Owner Participant or any other Indemnatee has expressly agreed to be responsible under any other provision of the Trust Agreement, this Agreement or any other Operative Document;
- (xii) represents or arises out of a claim by the Trust Company or any Financing Party against any Lessor Party or its Affiliates; or

- (xiii) is indemnified against elsewhere in this Agreement or any other Operative Document.

#### 14.2 Notification and Contest

Each Indemnatee intending to claim any amounts from Lessee pursuant to Clause 14.1 (*General*), shall promptly notify Lessee in writing of any matter of which such Indemnatee, has received written notice and for which Lessee is obligated to indemnify under this Clause 14 (each a “**Claim**”); **provided, however**, the delay or failure of such Indemnatee to give notice to Lessee in accordance with this Clause 14.2 (*Notification and Contest*) will not discharge or release Lessee from any of its indemnity obligations under Clause 14.1 (*General*) except, and only to the extent, that such delay or failure prejudices Lessee’s right to defend any such Claim or results in an increase in the amount which Lessee is required to indemnify (in such case to the extent of such increase). Lessor (and/or any other Indemnatee seeking indemnification, as the case may be) and Lessee shall, if and for so long as no Event of Default is continuing, then consult with one another in good faith for a period not exceeding fifteen (15) Business Days in order to determine what action (if any) may reasonably be taken to avoid or mitigate such Claim. Lessee shall pay Lessor’s, or such other Indemnatee’s, reasonable out of pocket expenses (including legal fees) in relation to any such consultation. Following such consultation, Lessee shall have the right to take all reasonable action (on behalf, and, if necessary, in the name, of Lessor and/or such other Indemnatee) in order to resist, defend or settle (provided such settlement is accompanied by payment) any claims by third parties giving rise to such Claim, providing always that the following conditions are met or (as the case may be) complied with:

- (a) Lessor (and/or any other such Indemnatee) shall have received a written acknowledgment from Lessee satisfactory to it (acting reasonably) of Lessee’s responsibility for all expenses, costs, or other Losses incurred by any Indemnatee arising out of or related to the Claim and such contest and if Lessor or relevant Indemnatee is required by law to pay the Claim, Lessee shall comply with its obligation to indemnify Lessor or such Indemnatee in respect thereof;
- (b) no Event of Default has occurred which is continuing;
- (c) such contest will not result in any danger of the sale, forfeiture or loss of, or the creation of any Security Interest (other than any Permitted Lien) on, the Aircraft;
- (d) such contest does not involve any risk of criminal liability or unindemnified civil penalties on the part of Lessor or any other Indemnatee; and
- (e) such contest does not involve, in the sole and absolute discretion of Lessor exercised in good faith, a material risk of a material adverse effect on the business, operations or commercial financial standing of Lessor, any Indemnatee or any Affiliate of any thereof and does not, in the sole and absolute discretion of Lessor, trigger a material risk of impairing Lessor’s, any Indemnatee’s or any Affiliate of any thereof relationship with local regulators or the status of other open tax matters (for example tax audits or investigations) between Lessor, any Indemnatee or any Affiliate of any thereof and any local taxing authorities.

Where Lessee or its insurers undertake the defense of an Indemnatee with respect to a Claim, no additional legal fees or expenses of such Indemnatee in connection with such defense of such Claim shall be indemnified hereunder unless such fees or expenses were incurred at the request of



Lessee or such insurers or were incurred prior to Lessee's assumption of the defense of such Claim; provided that, such Indemnatee shall be entitled to an opinion of counsel (at Lessee's cost), and if in the written opinion of counsel to such Indemnatee an actual or potential material conflict of interest exists such that it is advisable for such Indemnatee to be represented by separate counsel, the reasonable fees and expenses of such separate counsel shall be borne by Lessee. Subject to the requirements of any policy of insurance, any Indemnatee may participate at its own expense in any judicial proceeding controlled by Lessee or an insurer pursuant to the preceding provisions, and such participation shall not constitute a waiver of the indemnification provided in this Clause 14 (*Indemnities*).

#### 14.3 Refunds

Any sums paid by Lessee to Lessor and/or any other Indemnatee in respect of any Claim pursuant to Clauses 14.1 (*General*) and 14.2 (*Notification and Contest*) shall be paid subject to the condition that, in the event that Lessor or such Indemnatee (whichever received the payment) is subsequently reimbursed in respect of that Claim by any other Person, Lessor or such Indemnatee (whichever received the payment) shall promptly pay to Lessee an amount equal to the sum received by Lessor (not to exceed the sum paid to it by Lessee), including any interest on such amount to the extent attributable thereto and actually received by Lessor or such Indemnatee, less any Tax payable by Lessor or such Indemnatee in respect of such reimbursement and less any costs and expenses incurred by Lessor or such Indemnatee in obtaining such reimbursement (to the extent that Lessor or such Indemnatee has not been reimbursed for such costs and expenses by Lessee).

#### 14.4 Subrogation

Upon the payment in full of any indemnity pursuant to this Clause 14 (*Indemnities*) by Lessee, Lessee will be subrogated to any right of the relevant Indemnatee in respect of the matter against which such indemnity has been made (except there will be no subrogation with respect to such Indemnatee's insurance policies or its insurers).

#### 14.5 Duration

The indemnities and obligations contained in this Agreement will continue in full force after the expiration, cancellation or other termination of this Agreement notwithstanding any breach or repudiation of this Agreement by Lessor or Lessee or the termination of the leasing of the Aircraft under this Agreement.

### 15. INSURANCE

#### 15.1 Insurances

- (a) Lessee shall, at its own expense, obtain and maintain the Insurances in full force during the Term and thereafter and, in each case, as required by this Agreement which shall have such deductibles and be subject to such exclusions as may (in each case) be permitted by this Agreement or as otherwise approved by Lessor (acting reasonably) and with such insurers, brokers and underwriters complying with Clause 15.1(b).
- (b) The Insurances shall be effected either:

- (i) on a direct basis with insurers of recognized standing who normally participate in aviation insurances in the leading international insurance markets and led by reputable underwriter(s) and through brokers of recognized standing; or
- (ii) with a single insurer or group of insurers who do not meet the requirements of clause (i) above but who effect substantial reinsurance (not less than 90% of the risk) with reinsurers who normally participate in aviation insurances in the leading international insurance markets and through brokers, each of recognized standing.

## 15.2 Requirements

Requirements as to the Insurances are as specified in this Clause 15 (*Insurance*) and in Schedule 5 (*Insurance Requirements*).

## 15.3 Insurance Covenants

Lessee shall:

- (a) comply with the terms and conditions of each policy of the Insurances and any applicable Regulations and not do, consent or agree to any act or omission which:
  - (i) invalidates the Insurances; or
  - (ii) renders void or voidable the whole or any part of any of the Insurances; or
  - (iii) brings any particular insured liability within the scope of an exclusion or exception to the Insurances;

provided that the foregoing shall not prohibit Lessee from operating the Aircraft temporarily in any manner or location in the event of an emergency;

- (b) not, without the prior written consent of Lessor (acting reasonably) take out any insurance or procure any reinsurance in respect of the Aircraft other than those required to be maintained by Lessee under this Agreement unless relating solely to liability insurance, hull total loss, business interruption, profit commission and deductible risk;
- (c) on request, provide to Lessor such documents and information as may be reasonably requested by Lessor (i) in respect of claims made under the insurances or (ii) evidencing payment of Insurance premiums (including daily status updates of payment or non-payment of premiums after issuance of any notice of cancellation for failure to pay premiums until such time as the policy is reinstated);
- (d) if at any time insurance clause AVN 2000A or its successor is endorsed on the policies of Insurance, ensure that the insurance write back clauses AVN 2001A and AVN 2002A as applicable (or any equivalent clauses) are endorsed on the policies of Insurance required to be maintained under this Agreement and give and comply with all representations, warranties and undertakings required by the insurers or reinsurers in connection with such clauses; and

- (e) provide any other information and assistance in respect of the Insurances which Lessor may from time to time reasonably request.

#### 15.4 **Renewal of Insurances**

Lessee shall commence renewal procedures at least thirty (30) days prior to the expiry of any Insurances, and provide to Lessor and Owner Participant upon written request:

- (a) confirmation of completion of renewal prior to each insurance expiry date; and
- (b) certificates of insurance (and where appropriate certificates of reinsurance), and a brokers' and any reinsurance brokers' letter of undertaking in a form acceptable to Lessor in English, detailing the coverage and confirming the insurers' (and any reinsurers') agreement to the specified insurance requirements of this Agreement within seven (7) days after each renewal date.

#### 15.5 **Failure to Insure**

If Lessee fails to maintain the Insurances in compliance with this Agreement, Lessor will be entitled but not bound (without prejudice to any other rights of Lessor under this Agreement):

- (a) to pay the premiums due or to effect and maintain insurances satisfactory to it or otherwise remedy Lessee's failure in such manner (including, without limitation to effect and maintain an owner's interest policy) as Lessor considers appropriate, and any sums so expended by Lessor will become immediately due and payable by Lessee to Lessor together with interest thereon at the Default Rate, from the date of expenditure by Lessor up to the date of reimbursement by Lessee; and
- (b) at any time while such failure is continuing to require the Aircraft to remain grounded until the failure is remedied to its satisfaction.

#### 15.6 **Continuing Insurance for Indemnity**

Except in case of a Total Loss, for a period ending on the earlier of the two year anniversary of the Termination Date and the next due C Check after the Termination Date, Lessee shall effect and maintain for the benefit of the Indemnitees ongoing product liability and completed operations insurance in respect of the risks and liabilities covered by the insurance required by paragraph 1(d) of Schedule 5 (*Insurance Requirements*). Additionally, if required to provide such insurance pursuant to a transfer in accordance with Clause 21.2 (*Lessor Transfer*) that provides for any transferring Indemnatee to be named as an additional insured, Lessee shall effect and maintain for the benefit of such Indemnitees ongoing product liability and completed operations insurance in respect of the risks and liabilities covered by the insurance required by paragraph 1(d) of Schedule 5 (*Insurance Requirements*) for a period ending on the earlier of the two year anniversary of such transfer and the next due C Check after such transfer.

#### 15.7 **Application of Insurance Proceeds**

As between Lessor and Lessee all insurance proceeds shall be paid in accordance with Schedule 5 (*Insurance Requirements*).

**15.8 AVN 67B**

Lessor confirms that notwithstanding the provisions of this Clause 15 (*Insurance*) and Schedule 5 (Insurance Requirements), Lessee shall be entitled to maintain insurance in respect of the Aircraft for the purposes of this Agreement which reflects the then current Lloyds' endorsement AVN 67B or any successor Lloyds' endorsement. In the event that any provision of the then current AVN 67B or any successor Lloyds' endorsement conflicts or is otherwise inconsistent with the requirements of this Clause 15 (*Insurance*) and Schedule 5 (Insurance Requirements), then (so long as it shall be general industry practice to insure aircraft financed or leased on the basis of any such endorsement) such conflicting or inconsistent provision of AVN 67B or any successor Lloyds' endorsement (as at the date hereof) shall prevail and such endorsement shall be deemed to satisfy the requirements of this Agreement.

**16. LOSS, DAMAGE AND REQUISITION**

**16.1 Total Loss prior to Delivery**

If a Total Loss occurs prior to Delivery, this Agreement shall immediately terminate, and except as expressly stated in this Agreement neither party will have any further obligation or liability under this Agreement other than:

- (a) pursuant to Clauses 22.3 (*Expenses*) and 22.11 (*Confidentiality*); and
- (b) Lessor will pay to Lessee as an independent obligation an amount equal to the amount of Security Deposit paid by Lessee prior to the date of such Total Loss and not applied in accordance with Clause 6 (*Security Deposit*), or return the Letter of Credit, as applicable.

**16.2 Total Loss after Delivery**

- (a) If a Total Loss of the Aircraft or Airframe occurs during the Term, Lessee shall pay the Agreed Value to Lessor on or prior to the earlier of:
  - (i) [REDACTED] after the Total Loss Date in respect of that Total Loss (subject to Lessor using its commercially reasonable efforts to agree and execute a release agreement in form and substance satisfactory to the relevant insurers and reinsurers); and
  - (ii) [REDACTED] after the date of receipt of insurance proceeds in respect of that Total Loss.
- (b) Subject to the rights of any insurers and reinsurers or other third parties, upon irrevocable payment in full to Lessor of the Agreed Value and all other amounts which may be or become payable to Lessor under this Agreement, Lessor shall transfer to Lessee all of Lessor's right, title and interest in and to the Aircraft including any Engines and Parts not installed when the Total Loss occurred, on an "AS IS, WHERE IS" basis and without recourse, representation or warranty (except a representation and warranty that Lessor is transferring such title to the Aircraft as the transferee from the Airframe Manufacturer received from the Airframe Manufacturer free from all Lessor Liens), and Lessor shall provide such documents as Lessee may reasonably require to evidence and perfect such transfer of title in accordance with all applicable Laws

(including the provision, if required, to Lessee of bills of sale and removal of any International Interests created by this Agreement from the International Registry).

- (c) Upon a Total Loss of any Engine not involving a Total Loss of the Airframe, Lessee shall give Lessor and Owner Participant prompt written notice thereof, and Lessee shall replace the Engine that suffered the Total Loss by procuring that title to a Replacement Engine is conveyed to Lessor in accordance with Clause 12.6 (*Permanent Replacement of Engines and Parts*) as soon as practicable, but in any event, within [REDACTED] of the Total Loss Date in respect of such Total Loss.

### 16.3 Requisition

- (a) During any requisition for use or hire of the Aircraft, any Engine or any Part which does not constitute a Total Loss:
  - (i) the Rent and other amounts payable under this Agreement will not be suspended or abated either in whole or in part, and Lessee will not be released from any of its other obligations under the Agreement (other than operational obligations with which Lessee is unable to comply solely by virtue of the requisition);
  - (ii) so long as no Event of Default has occurred and is continuing, Lessee shall be entitled to any rent or fees paid by the requisitioning authority in respect of the Term;
  - (iii) Lessee shall, as soon as practicable after the end of any such requisition, cause the Aircraft to be put into the condition required by this Agreement; and
  - (iv) Lessor shall be entitled to all compensation payable by the requisitioning authority in respect of any change in the structure, state or condition of the Aircraft arising during the period of requisition, and Lessor shall apply such compensation in reimbursing Lessee for the cost of complying with its obligations under this Agreement in respect of any such change, provided that, if any Event of Default has occurred and is continuing, Lessor may apply the compensation in or towards settlement of any amounts owing by Lessee under this Agreement.

### 17. DISCLAIMERS

**LESSOR AND LESSEE AGREE THAT THE DISCLAIMERS, WAIVERS AND CONFIRMATIONS SET FORTH IN CLAUSES 17.1 (*EXCLUSION*) TO 17.5 (*CONFIRMATION*) SHALL APPLY AT ALL TIMES WITH EFFECT FROM LESSEE'S ACCEPTANCE OF THE AIRCRAFT IN ACCORDANCE WITH CLAUSE 3 (*DELIVERY*), WHICH ACCEPTANCE SHALL BE CONCLUSIVE EVIDENCE THAT LESSEE HAS FULLY INSPECTED THE AIRCRAFT AND EVERY PART THEREOF AND THAT THE AIRCRAFT, THE ENGINES, THE PARTS AND THE AIRCRAFT DOCUMENTS ARE TECHNICALLY ACCEPTABLE TO LESSEE INDEPENDENT OF AND WITHOUT RELIANCE ON ANY STATEMENT OR REPRESENTATION MADE BY LESSOR, OWNER PARTICIPANT, ANY OTHER LESSOR PARTY, OR ANY AFFILIATE, AGENT, EMPLOYEE OR CONTRACTOR THEREOF, AND SATISFY THE DELIVERY CONDITION AND ARE IN SUITABLE CONDITION FOR DELIVERY TO AND ACCEPTANCE BY LESSEE EXCEPT AS MAY OTHERWISE BE**

**EXPRESSLY SET FORTH IN THE ACCEPTANCE CERTIFICATE AND  
ACKNOWLEDGED IN WRITING BY LESSOR.**

**17.1 Exclusion**

THE AIRCRAFT IS TO BE LEASED AND DELIVERED HEREUNDER "AS IS, WHERE IS",  
AND LESSEE AGREES AND ACKNOWLEDGES THAT:

- (a) LESSOR AND THE OTHER INDEMNITEES WILL HAVE NO LIABILITY IN  
RELATION TO, AND NEITHER LESSOR NOR ANY OTHER INDEMNITEE HAS  
MADE OR GIVEN NOR WILL BE DEEMED TO HAVE MADE OR GIVEN  
(WHETHER BY VIRTUE OF HAVING DONE OR FAILED TO DO ANY ACT, OR  
HAVING ACQUIRED OR FAILED TO ACQUIRE ANY STATUS UNDER OR IN  
RELATION TO THIS AGREEMENT OR OTHERWISE), ANY WARRANTIES,  
CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH  
RESPECT TO, THE AIRCRAFT OR ANY ENGINE OR PART UNDER THIS  
AGREEMENT INCLUDING THE TITLE, DESCRIPTION, AIRWORTHINESS,  
COMPLIANCE WITH SPECIFICATIONS, OPERATION, MERCHANTABILITY,  
QUALITY, FREEDOM FROM INFRINGEMENT OF PATENT OR OTHER  
PROPRIETARY RIGHTS, THE ACCURACY, VALIDITY, TRACEABILITY OR  
COMPLETENESS OF ANY AIRCRAFT DOCUMENTS, THE FITNESS FOR ANY  
PARTICULAR USE OR PURPOSE, VALUE, DURABILITY, CONDITION, OR  
DESIGN, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP,  
THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT  
DISCOVERABLE, OR AS TO ANY OTHER MATTER WHATSOEVER, EXPRESS  
OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY ARISING FROM A  
COURSE OF PERFORMANCE OR DEALING OR USAGE OR TRADE) WITH  
RESPECT TO THE AIRCRAFT, ANY ENGINE OR ANY PART OR ANY  
SERVICES PROVIDED BY LESSOR OR OWNER PARTICIPANT UNDER THIS  
AGREEMENT; PROVIDED THAT THIS CLAUSE A SHALL NOT APPLY TO  
LESSOR'S REPRESENTATION AND WARRANTY SET FORTH IN CLAUSE 2(vii)  
OF SCHEDULE 2; AND
- (b) NEITHER LESSOR NOR ANY OTHER INDEMNITEE SHALL HAVE ANY  
OBLIGATION OR LIABILITY WHATSOEVER TO LESSEE (WHETHER ARISING  
IN CONTRACT OR IN TORT, AND WHETHER ARISING BY REFERENCE TO  
NEGLIGENCE OR STRICT LIABILITY OR OTHERWISE) FOR:
  - (i) ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE  
CAUSED DIRECTLY OR INDIRECTLY BY THE AIRCRAFT OR ANY  
ENGINE OR BY ANY INADEQUACY THEREOF OR DEFICIENCY OR  
DEFECT THEREIN OR BY ANY OTHER CIRCUMSTANCE IN  
CONNECTION THEREWITH;
  - (ii) THE USE, OPERATION OR PERFORMANCE OF THE AIRCRAFT OR ANY  
RISKS RELATING THERETO;
  - (iii) ANY INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR  
ANTICIPATED PROFITS OR ANY OTHER DIRECT, INDIRECT OR  
CONSEQUENTIAL LOSS OR DAMAGE; OR

- (iv) THE DELIVERY, OPERATION, SERVICING, MAINTENANCE, REPAIR, IMPROVEMENT OR REPLACEMENT OF THE AIRCRAFT, ANY ENGINE OR ANY PART.

## 17.2 Waiver

LESSEE HEREBY WAIVES, AS BETWEEN ITSELF AND LESSOR AND EACH OTHER INDEMNITEE, ALL ITS RIGHTS IN RESPECT OF ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, ON THE PART OF LESSOR OR ANY OTHER INDEMNITEE AND ALL CLAIMS AGAINST LESSOR AND ANY OTHER INDEMNITEE HOWSOEVER AND WHENEVER ARISING AT ANY TIME IN RESPECT OF OR OUT OF THE MATTERS EXPRESSLY WAIVED IN CLAUSE 17.1 (*EXCLUSION*). LESSEE FURTHER AGREES THAT, SUBJECT TO CLAUSES 7.3(c) AND 7.3(e) HEREOF, ITS ONLY RIGHT WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS AGREEMENT IS TO MAKE A CLAIM AGAINST LESSOR FOR ACTUAL DAMAGES RESULTING DIRECTLY THEREFROM. LESSEE HEREBY WAIVES ANY AND ALL OTHER RIGHTS OR REMEDIES IT MAY HAVE UNDER ARTICLE 2A OF THE UCC (INCLUDING WITHOUT LIMITATION 2A-211, 2A-406 AND 2A-508 THROUGH 2A-522) AS IN EFFECT IN THE STATE OF NEW YORK, OR OTHERWISE.

## 17.3 Disclaimer of Consequential Damages

EACH PARTY HEREBY AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, IT SHALL NOT BE ENTITLED TO RECEIVE AND HEREBY DISCLAIMS AND WAIVES ANY RIGHT THAT IT MAY OTHERWISE HAVE TO RECOVER LOST PROFITS, LOST REVENUE OR OTHER CONSEQUENTIAL, SPECIAL INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES AS A RESULT OF ANY BREACH OR ALLEGED BREACH BY ANY OTHER PARTY OF ANY OF THE AGREEMENTS CONTAINED IN THIS AGREEMENT OR THE OTHER OPERATIVE DOCUMENTS.

## 17.4 No Duties

LESSEE ACKNOWLEDGES AND AGREES THAT LESSOR HAS NO FIDUCIARY OR OTHER DUTIES TO LESSEE WHATSOEVER, AND THAT LESSOR'S ONLY OBLIGATIONS TO LESSEE ARE THOSE OBLIGATIONS EXPRESSLY SET FORTH HEREIN.

## 17.5 Confirmation

LESSEE CONFIRMS THAT IT IS FULLY AWARE OF THE PROVISIONS OF THIS CLAUSE 17 (*DISCLAIMERS*) AND ACKNOWLEDGES THAT RENT AND OTHER AMOUNTS PAYABLE UNDER THIS AGREEMENT HAVE BEEN CALCULATED TAKING ITS PROVISIONS INTO ACCOUNT.

## 18. REDELIVERY

### 18.1 Redelivery

- (a) On the Required Redelivery Date, Lessee shall (unless a Total Loss has occurred) redeliver the Aircraft and Aircraft Documents (which shall include each of the documents referred to in Schedule 7 (*Aircraft Documents at Redelivery*)) to Lessor at

Lessee's expense at the Redelivery Location in accordance with the procedures, and in compliance with the conditions set forth, in Schedule 8 (*Redelivery Conditions*).

- (b) Lessee shall, at the request of Lessor, promptly assist Lessor in taking all steps necessary to remove this Agreement from the registry of the Aviation Authority and effecting deregistration of the Aircraft and its export from the country where the Aircraft is situated and taking any other steps necessary to enable the Aircraft to be redelivered to Lessor in accordance with this Agreement.
- (c) On the Redelivery Date, Lessee shall pay to Lessor the Redelivery Maintenance Payment due and owing pursuant to and calculated in accordance with Part B of Schedule 4 (*Redelivery Maintenance Payment*). For the avoidance of doubt, no Redelivery Maintenance Payment is payable in the event of an Aircraft or Airframe Total Loss.
- (d) [REDACTED]

## 18.2 Non-Compliance

- (a) If on the Required Redelivery Date, the condition of the Aircraft does not comply with this Agreement (regardless of the circumstance), then:
  - (i) Lessee shall rectify the non-compliance and/or compensate Lessor as contemplated by Schedule 8 (*Redelivery Conditions*) and to the extent that the non-compliance (including failure to pay any sum in lieu of compliance as permitted by the terms of Schedule 8 (*Redelivery Conditions*)) extends beyond the Expiry Date, the Term will be automatically extended solely for the purpose of enabling such non-compliance to be rectified;
  - (ii) Lessee shall not use the Aircraft in flight operations except such operations directly related to the redelivery of the Aircraft to Lessor;
  - (iii) all Lessee's obligations and covenants under this Agreement will remain in full force until Lessee so redelivers the Aircraft; and
  - (iv) [REDACTED]
- (b) If on the Required Redelivery Date, the condition of the Aircraft does not comply with this Agreement (regardless of the circumstance), then Lessor may elect (either on first tender of the Aircraft for redelivery or at any time during a period of extension pursuant to Clause 18.2(a)(i)) to accept redelivery of the Aircraft notwithstanding non-compliance with Clause 18.1 (*Redelivery*) or Schedule 8 (*Redelivery Conditions*), in which case Lessee shall pay Lessor its reasonable and documented costs of putting the Aircraft into the condition required by this Agreement. Any discrepancies between the condition of the Aircraft and Aircraft Documents and the Redelivery Conditions resolved by payment of compensation pursuant to the third paragraph of Schedule 8 (*Redelivery Conditions*) or Clause I of Schedule 8 (*Redelivery Conditions*) shall not constitute non-compliance for purposes of this Clause.

## 18.3 Export Documents



After redelivery of the Aircraft, and if requested by Lessor and subject to Lessor's cooperation therewith, Lessee shall provide to Lessor, at Lessee's cost and expense, all documents necessary to export the Aircraft from the State of Registration (including, without limitation, a valid and subsisting (x) export license, and (y) if provided by the State of Registration, an export certificate of airworthiness for the Aircraft,) required in relation to the deregistration of the Aircraft with the Aviation Authority or the re-registration of the Aircraft with another aviation authority.

#### 18.4 Acceptance and Acknowledgement

When the Aircraft complies with the conditions set forth in Schedule 8 (*Redelivery Conditions*) to be complied with before redelivery and Lessee tenders the Aircraft to Lessor at the redelivery location, Lessor shall accept redelivery and Lessor shall deliver to Lessee the Redelivery Acceptance Certificate confirming that Lessee has redelivered the Aircraft to Lessor in accordance with this Agreement; [REDACTED]

#### 18.5 Cooperation with Remarketing

During the [REDACTED] immediately preceding the Expiry Date, Lessee shall co-operate in all reasonable respects with the efforts of Lessor to lease or sell the Aircraft, including, without limitation, permitting potential lessees or purchasers to inspect the Aircraft and the records relating thereto **provided** that the same shall not interfere with Lessee's use or maintenance of the Aircraft or require Lessee to incur out-of-pocket expenses for which it is not reimbursed and Lessor shall use commercially reasonable efforts to minimize the number and frequency of such inspections.

### 19. EVENTS OF DEFAULT

#### 19.1 Events

Each of the following events will constitute an Event of Default, a "default" under the Cape Town Convention and a breach of this Agreement by Lessee:

- (a) **Non-payment:** Lessee fails to make any payment of Rent under this Agreement within [REDACTED] after such payment is due, or Lessee fails to make any other payment when due hereunder within [REDACTED] after Lessee receives written notice that such payment is due and has not been paid in accordance with the terms hereof; or
- (b) [REDACTED]
- (c) **Insurance:**
  - (i) Lessee fails to maintain or cause to be maintained the Insurances as required by Clause 15 (*Insurance*) or Schedule 5 (*Insurance Requirements*); or
  - (ii) A notice of cancellation is given in respect of any Insurances required by Clause 15 (*Insurance*) or Schedule 5 (*Insurance Requirements*) and the same is not renewed or replaced in satisfaction of the requirements of Clause 15 (*Insurance*) or Schedule 5 (*Insurance Requirements*) at least two (2) Business Days prior to such cancellation, *provided that* it shall not constitute an Event of Default under this sub-clause (c) if:

- (A) any failure by Lessee to comply with the terms of Clause 15 (*Insurance*) or Schedule 5 (*Insurance Requirements*) for reasons other than any act or omission of Lessee (including but not limited to failure to pay any premium for, or to comply with any other condition of, such insurances);
  - (B) the cancellation of the insurances is part of a wider program of cancellations by the insurer as a result of an event or series of events affecting the aviation insurance market generally;
  - (C) the Aircraft is grounded for the period for which such insurances are not in place;
  - (D) the Aircraft continues to be covered by ground risk insurance (for at least the Agreed Value) approved by Lessor (acting reasonably);
  - (E) Lessee continues to maintain legal liability insurances to the extent available with a minimum liability coverage of \$300,000,000 or such lower amount as approved by Lessor (acting reasonably); and
  - (F) as soon as such cover becomes generally available in the aviation insurance market, Lessee effects replacement insurances complying with the requirements of Clause 15 (*Insurance*) and Schedule 5 (*Insurance Requirements*).
- (iii) [REDACTED]
- (d) **Breach:** Lessee fails to comply with any other provision of this Agreement or any other Operative Document and such failure continues for [REDACTED] after written notice from Lessor to Lessee; provided, that Lessee shall have an additional [REDACTED] to remedy such failure if such breach is capable of remedy and Lessee is diligently seeking to rectify the breach; or
  - (e) **Representation:** any representation or warranty made by Lessee in or pursuant to this Agreement or any other Operative Document is or proves to have been incorrect in any material respect when made or deemed made and such incorrectness has a materially adverse effect on the rights or interests of Lessor or the ability of Lessee to perform its obligations hereunder and the circumstances giving rise to the breach of such representation or warranty are not remedied to Lessor's satisfaction within [REDACTED] after notice to Lessee from Lessor requiring such remedy; provided that Lessee shall have an additional [REDACTED] to remedy such breach if the breach is capable of remedy and Lessee is diligently seeking to remedy the breach; or
  - (f) **Cross-Default:** any Companion Agreement Event of Default occurs and is continuing; or
  - (g) **Authorizations:**
    - (i) any authorization required by Lessee to authorize, or required in connection with, the execution, delivery, validity, enforceability or admissibility in evidence of this Agreement or the performance by Lessee of its obligations under this Agreement; or
    - (ii) the registration of the Aircraft or the Aircraft's certificate of airworthiness; or

(iii) any airline license or air transport license required by Lessee;

is withheld, or is revoked, suspended, cancelled, withdrawn, terminated or not renewed, or otherwise ceases to be in full force and is not, as applicable, restored, replaced, returned, re-granted or renewed within [REDACTED]; provided that in the case of any consent, authorization, license, certificate, approval, registration or declaration necessary to enable Lessee to operate as a commercial air carrier, the Aircraft is not operated by Lessee until the circumstances are so remedied; or

(h) **Insolvency:**

Other than in respect of the Bankruptcy Cases, Lessee is, or is deemed for the purposes of any relevant Law to be, unable to pay its debts as they fall due or to be insolvent, or admits in writing its inability to pay its debts generally as they fall due.

(i) **Liquidation and Similar Proceedings:** Other than in respect of the Bankruptcy Cases:

(i) [REDACTED], any order (including an order for relief) is made or resolution passed or petition filed for any such composition, assignment, arrangement, rehabilitation, administration (whether out of court or otherwise), custodianship, reorganization, liquidation, dissolution or insolvency or bankruptcy proceedings, or Lessee becomes subject to or enters into any of the foregoing; provided that if a creditor of Lessee files an involuntary petition for Lessee's bankruptcy or liquidation, such petition has been in effect and unstayed for at least [REDACTED] or

(ii) any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, examiner or similar officer (in each case, whether out of court or otherwise) is appointed, or an assignment for the benefit of creditors is made, or an order for relief under the bankruptcy laws of any jurisdiction is requested by Lessee and granted or entered, in respect of Lessee or any of its assets; or

(iii) an administrative or other receiver or manager or other insolvency officer (in each case, whether out of court or otherwise) is appointed at the request of Lessee in respect of Lessee or any material part of its assets; or

(iv) an involuntary case or proceeding is commenced in a court of competent jurisdiction against Lessee seeking liquidation, reorganization, control, supervision or other relief with respect to Lessee or its debts under any insolvency law or seeking the appointment of a trustee, examiner, liquidator, administrator, receiver, custodian or similar official of Lessee or any material part of the business or assets of Lessee and such involuntary case or other proceeding shall remain un-dismissed and un-stayed for a period of [REDACTED]

(j) **Other Jurisdiction:** there occurs in relation to Lessee any event in any jurisdiction which corresponds with any of the events mentioned in Clause 19.1(i), other than in respect of the Bankruptcy Cases; or

- (k) **Rights and Remedies:** Lessee or any other Person lawfully claiming by or through Lessee successfully challenges the existence, validity, enforceability or priority of the rights of Lessor as owner or lessor of the Aircraft or the Financing Parties under any Security Interest or assignment in respect of the Aircraft or of this Agreement.

Notwithstanding anything herein to the contrary, Lessor agrees that the existence or continuance of the Bankruptcy Cases shall not be considered as an Event of Default for the purposes of this Clause 19.1 of this Agreement.

## 19.2 Lessor's Rights

- (a) **Lessor Rights and Remedies:** If an Event of Default occurs and for so long as it continues, Lessor may at its option (and without prejudice to any of its other rights or remedies under this Agreement or available under applicable Law, including under the Cape Town Convention as adopted and implemented in the State of Registration, including, all rights and remedies under Chapter III of the Cape Town Convention and Chapter II of the Protocol as adopted and implemented in the State of Registration), at any time thereafter while such Event of Default is continuing (and subject to compliance with any mandatory requirement of applicable Law then in effect):
- (i) by notice to Lessee and with immediate effect, terminate or cancel the leasing of the Aircraft or, if such leasing has not yet commenced, terminate or cancel Lessor's obligations under this Agreement (but, in each case, without prejudice to any continuing obligations of Lessee under this Agreement (including to provide Insurance, maintain and repair the Aircraft and/or redeliver the Aircraft at the location and in the condition required hereunder)), whereupon all rights of Lessee under this Agreement shall cease; and/or
  - (ii) prohibit Lessee from removing any Engine, Part or Equipment Change from the Aircraft without the prior written consent of Lessor or on such terms and conditions as Lessor may provide in writing to Lessee (the right to issue such prohibition order contained in this Clause 19.2(a)(ii) shall be exercisable by written notice from Lessor to Lessee while an Event of Default is continuing and such prohibition order shall cease automatically once all Events of Default have been cured); and/or
  - (iii) proceed by appropriate court action or actions to enforce performance of this Agreement and/or to recover damages for the breach of this Agreement; and/or
  - (iv) either:
    - (x) to the extent permitted by Law take possession of the Aircraft, for which purpose and to the extent permitted by Law, Lessor may enter any premises belonging to or in the occupation of or under the control of Lessee where the Aircraft may be located, or cause the Aircraft to be redelivered to Lessor at the Redelivery Location (or such other location as Lessor may require), and Lessor is hereby irrevocably by way of security for Lessee's obligations under this Agreement appointed attorney for Lessee in causing the redelivery or in directing the pilots of Lessee or other pilots to fly the Aircraft to that airport and will have all the powers and authorizations necessary for taking that action; or

- (y) require Lessee to redeliver the Aircraft to Lessor at the Redelivery Location [REDACTED]

provided that, irrespective of which remedy or remedies Lessor pursues, Lessee shall not be relieved of its obligations under Clause 18 (*Redelivery*).

[REDACTED]

- (b) **Sale or Re-Lease of Aircraft:** If an Event of Default occurs and the leasing of the Aircraft hereunder is terminated, Lessor may sell or re-lease or otherwise deal with the Aircraft at such time and in such manner as Lessor considers appropriate in its sole discretion, free and clear of any interest of Lessee, as if this Agreement had never been entered into.
- (c) **Deregistration/Removal of Lease from Registry:** If an Event of Default occurs and for so long as it continues and the leasing of the Aircraft hereunder has been terminated, Lessor may, to the extent permitted by applicable law and regulations, and Lessee shall at the request of Lessor promptly assist Lessor to, take all steps necessary to remove this Agreement from the registry of the Aviation Authority and to effect deregistration of the Aircraft and its export from the country where the Aircraft is for the time being situated and any other steps necessary to enable the Aircraft to be redelivered to and re-leased or sold by Lessor in accordance with this Agreement.
- (d) **Payments:** If an Event of Default occurs, Lessor may require that Lessee pay to Lessor, and Lessee shall be liable for and immediately pay to Lessor, and Lessor may proceed by appropriate court action or actions to recover, any or all of the following amounts:

[REDACTED]

- (e) **Interest:** Require Lessee to pay, and Lessee shall pay to Lessor, interest on all unpaid amounts at the Default Rate, from the due date until the date of payment in full.
- (f) **Security Deposit:** Apply (and/or draw under the Letter of Credit and apply) an amount equal to all or part of the Security Deposit to any amounts owing or to be owing to Lessor under this Agreement.
- (g) **No Exclusive Remedy:** No remedy referred to in this Clause 19.2 (*Lessor's Rights*) is intended to be exclusive, but, to the extent permissible under this Agreement or under applicable Law and provided that there shall be no duplication, each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity or under the Cape Town Convention and in Lessor's sole and absolute discretion; and the exercise by Lessor of any one or more of such remedies shall not preclude the simultaneous or later exercise by Lessor of any or all of such other remedies. No waiver by Lessor of any Event of Default shall in any way be, or be construed to be, a waiver of any future subsequent Event of Default.

### 19.3 Lessor's Right To Remedy

Following the occurrence of an Event of Default, Lessor may, without being in any way obliged to do so or responsible for so doing and without prejudice to the ability of Lessor to treat such non-compliance as an Event of Default, effect compliance on behalf of Lessee, whereupon Lessee

shall become liable to pay immediately any sums expended by Lessor together with all costs and expenses (including legal costs) in connection with the non-compliance.

#### 19.4 Mitigation

Lessor shall use commercially reasonable efforts to mitigate any of its losses, costs or expenses for which Lessee is liable under this Clause 19 (*Events of Default*), provided that Lessor shall not be obliged to take any step that, in its reasonable opinion, is likely to prejudice Lessor nor is Lessor obliged to achieve any particular result from taking any steps under this Clause 19.4 (*Mitigation*).

#### 19.5 Illegality

- (a) If at any time there is a Change in Law binding upon Lessee or Lessor in its jurisdiction of incorporation or where it has its principal office or in any jurisdiction in which any action is required to be performed by it for the purposes of any Operative Document which renders, or which will render, it unlawful for (x) Lessee to perform any of its material obligations or to exercise any of its material rights under any Operative Document or (y) Lessor to lease the Aircraft to Lessee or perform its quiet enjoyment obligation or any payment obligation hereunder (an “**Illegality Event**”), Lessor or Lessee (as the case may be) shall forthwith provide written notice of the Illegality Event to the other party.
- (b) Lessor and Lessee shall, for a period of [REDACTED] from the date of such notice, or such shorter period ending on the Business Day prior to the date on which such Illegality Event takes place, negotiate in good faith to mitigate the effects of such Illegality Event with a view to restructuring the transaction in a manner such that the leasing of the Aircraft to Lessee may continue on the same commercial terms as under the Operative Documents, including, without limitation, by way of amendment, novation or replacement to any Operative Document.
- (c) If Lessor and Lessee are unable to restructure the transaction as contemplated in Clause 19.5(b) within the time period set forth therein, either party may by notice in writing to the other party terminate the leasing of the Aircraft under this Agreement, such termination to take effect on the latest date on which the relevant party may continue to perform such obligations or be a party to such document without being in breach of applicable Laws or regulations, whereupon [REDACTED]
- (d) Lessor and Lessee shall bear their own costs and expenses arising out of any negotiations or restructuring pursuant to this Clause 19.5 (*Illegality*).

#### 20. TAXATION

##### 20.1 Gross-up

- (a) All payments by Lessee under or in connection with this Agreement shall be made without set-off or counterclaim, free and clear of and without deduction for or on account of all Taxes unless Lessee is required by Law to make any such deduction or withholding.

- (b) All Taxes (other than Lessor Taxes) in respect of payments under this Agreement shall be for the account of Lessee and shall be paid by Lessee within the period for payment permitted by Law.
- (c) If any Taxes are required to be deducted or withheld from any amount payable hereunder, Lessee shall:
  - (i) if such Tax is not a Lessor Tax, pay such additional amounts, in the same currency as such payment as may be necessary in order that the amount of such payment received on the date of such payment, after deduction or withholding for all such Taxes (including any deduction or withholding with respect to such additional amount), will be equal to the amount that such Tax Indemnatee would have received if such Taxes had not been deducted or withheld;
  - (ii) pay to the relevant authority within the period for payment permitted by applicable Laws the amount necessary to comply with its legal obligations in respect of such deduction or withholding; and
  - (iii) furnish to each Tax Indemnatee evidence of payment to the relevant authority of all amounts deducted or withheld as aforesaid, which evidence may be provided by certification of such payment by a responsible officer of Lessee if it is not possible to obtain a receipt from the relevant Tax authority.
- (d) If any payment is made by Lessee under Clause 20.1(c) or Clause 20.3, and a Tax Indemnatee in good faith determines that it has actually received a credit against, or relief or remission for, or repayment or a refund of, any Tax paid or payable by such Tax Indemnatee in respect of or calculated with reference to Taxes or deduction or withholding giving rise to such payment, such Tax Indemnatee shall, to the extent that it can do so without prejudice to the retention of the amount of such credit, relief, remission or repayment and without leaving such Tax Indemnatee in any worse position than that in which it would have been had such deduction or withholding not been required to be made, pay to Lessee such amount as such Tax Indemnatee shall in good faith have determined to be attributable to the relevant Taxes, deduction or withholding.

Nothing in this Clause 20.1(d) shall:

- (i) interfere with the right of Lessor to arrange its tax affairs in whatever manner it thinks fit and, in particular, but without limitation, Lessor shall not be under any obligation to claim credit, relief, remission or repayment from or against its corporate profits or similar Tax liability in respect of the amount of any such deduction or withholding in priority to any other claims, reliefs, credits or deductions available to Lessor; or
- (ii) oblige Lessor to disclose any information relating to its Tax affairs or any computations in respect thereof.

## 20.2 Covenant to Pay Taxes

Lessee shall promptly pay when due:

- (a) all Taxes (other than Lessor Taxes) imposed by any Government Entity with respect to the Aircraft, including without limitation the ownership, presence, delivery, leasing, possession, use, operation, maintenance, storage, registration, redelivery, import, export, sale or other disposition of the Aircraft; and
- (b) all Taxes (other than Lessor Taxes) in respect of any premises where the Aircraft, any Engine or any Part thereof is located from time to time,

except to the extent that such payment is being contested in good faith by appropriate proceedings, in respect of which adequate resources have been provided by Lessee and non-payment of which does not (in Lessor's opinion, acting reasonably) give rise to any material risk of the Aircraft or any interest therein being sold, forfeited or otherwise lost or any risk of criminal liability on the part of Lessor, Owner Participant or any Financing Party.

### 20.3 Tax Indemnity

- (a) Lessee agrees to be liable for, and to indemnify and hold harmless each Tax Indemnatee against all Taxes (other than Lessor Taxes) levied or imposed against or upon any Tax Indemnatee or Lessee or the Aircraft and relating to or attributable to Lessee, this Agreement, or the Aircraft or directly or indirectly in connection with the possession, delivery, purchase, sale, transfer, location, existence, importation, transportation, pooling, interchange, leasing, subleasing, wet leasing, chartering, storage, registration, insurance, replacement, maintenance, modification, refurbishment, condition, service, repair, overhaul, control, management, ownership, presence, use, operation, exportation or redelivery of the Aircraft, any Engine or any Part or any part thereof or any rent, receipts, insurance proceeds, income or other amounts arising therefrom, or the making of any Equipment Change.
- (b) The provisions of Clause 20.3(a) shall not apply to, and Lessee shall have no liability to any Tax Indemnatee in respect of, any Tax to the extent that such Tax (a "**Lessor Tax**"):
  - (i) arises solely as a result of the Gross Negligence or willful misconduct any Tax Indemnatee; or
  - (ii) is imposed as a result of a Lessor Lien; or
  - (iii) is imposed with respect to any period commencing or event occurring before the Aircraft has been delivered to Lessee or after the Aircraft has been redelivered to Lessor and is no longer subject to this Agreement unless such Tax is attributable to any act, omission, event or circumstance which occurred during the Term and would not have constituted a "Lessor Tax" had it arisen during the Term; or
  - (iv) arises solely from the breach by any Tax Indemnatee of this Agreement but excluding any such breach which is attributable to or arises out of any breach by Lessee of this Agreement or any Event of Default; or
  - (v) is imposed as a result of any connection between that Tax Indemnatee and the jurisdiction imposing the Tax that is unrelated to the transactions contemplated by this Agreement or the use or operation of the Aircraft by Lessee or any Permitted Sublessee, or the location or registration of the Aircraft by Lessee or any Permitted Sublessee; or



- (vi) is imposed or levied on or measured by or with respect to the net income, profits, capital gains, capital, net worth or franchise tax of any Tax Indemnatee by any Government Entity in the United States of America or Ireland or any jurisdiction where any Tax Indemnatee (x) is organized or incorporated, (y) is a resident under the Law of that jurisdiction for Tax purposes or (z) has a principal place of business, but excluding any Tax imposed by any government or taxing authority of any jurisdiction if and to the extent that such Tax results from the use, operation, presence or registration of the Aircraft, the Airframe, any Engine or any Part in the jurisdiction imposing the Tax; or
  - (vii) is imposed in connection with the sale, transfer, assignment (whether legal or equitable) or other disposition by any Tax Indemnatee or Lessor Party of any or all of its rights, title and interest in or with respect to the Aircraft, the Airframe, any Engine or any Part or the Trust Agreement, this Agreement or any other Operative Document except in the case of a sale, transfer, assignment or disposition arises resulting from an Event of Default or following a Total Loss; or
  - (viii) is imposed on such Tax Indemnatee due to the failure of any Tax Indemnatee to file any relevant tax return or tax computation that such Tax Indemnatee was obliged to file by the applicable law in its jurisdiction of organization unless relating to a Tax otherwise indemnified pursuant to this Clause 20.3 (*Tax Indemnatee*) and imposed as a result of Lessee's breach of Clause 20.3(c); or
  - (ix) is imposed on such Tax Indemnatee with respect to its employees or independent contractors; or
  - (x) results from a change by any Tax Indemnatee or Lessor Party of its principal place of business, participating office, jurisdiction of organization or tax residence; or
  - (xi) is imposed on or payable by any Tax Indemnatee that would not have been imposed or payable but for the existence of the Financing Documents except Taxes imposed as a result of (A) the gross negligence or willful misconduct of Lessee or any other user of the Aircraft or (B) a breach by Lessee of any of its representations or covenants under this Agreement.
- (c) Lessee will provide each Tax Indemnatee such information as may reasonably be requested by such Tax Indemnatee to enable it to fulfill its Tax filing or other information reporting requirements with respect to the transactions contemplated by this Agreement. If any report, return or statement is required to be made with respect to any Tax which is subject to indemnification under this Clause 20.3 (*Tax Indemnatee*), Lessee will promptly notify Lessor and Owner Participant of the requirement, and:
- (i) if permitted by applicable Law, make and file in a timely manner such report, return or statement (except for any report, return or statement that Lessor has notified Lessee that Lessor or any other Tax Indemnatee intends to prepare and file), prepare such return in such manner as will indicate Lessor (or Owner Participant as beneficial owner if applicable) as owner and lessor of the Aircraft if required or appropriate, and provide Lessor and Owner Participant upon request with a copy of each such report, return or statement filed by Lessee, or

- (ii) if Lessee is not permitted by applicable Law to file any such report, return or statement, Lessee will prepare and deliver to Lessor and Owner Participant a proposed form of such report, return or statement within a reasonable time prior to the time such report, return or statement is to be filed.

#### 20.4 Notice and Contest Rights.

- (a) If a written notice of any claim is made against any Tax Indemnatee for any Taxes for which Lessee is required to pay or against which Lessee is required to indemnify such Tax Indemnatee pursuant to Clause 20.3(a) or Clause 20.1, such Tax Indemnatee shall promptly notify Lessee thereof in writing; provided that a failure to so notify will not diminish, or relieve Lessee of, any obligations thereunder, except to the extent Lessee's or such Tax Indemnatee's successful defense of such claim is prejudiced thereby or Lessee's liability for costs or Taxes is increased. If reasonably requested by Lessee in writing within thirty (30) days of Lessee's receipt of notice of such claim, and to the extent that there are means available by which to do so, such Tax Indemnatee shall, provided that no Event of Default shall have occurred and be continuing, in good faith diligently contest by pursuing all administrative appeals in the name of such Tax Indemnatee or, in such Tax Indemnatee's discretion if requested by Lessee, contest in the name of Lessee (or permit Lessee, in such Tax Indemnatee's discretion if requested by Lessee, to contest in the name of Lessor) the validity, applicability or amount of such Taxes by (i) resisting payment thereof, if practicable, (ii) paying the same only under protest, if protest is necessary and proper or (iii) if payment shall be made, seeking a refund thereof in appropriate administrative proceedings; provided that (A) prior to taking such action Lessee shall have agreed to indemnify, and shall indemnify on demand, such Tax Indemnatee in a manner reasonably satisfactory to such Tax Indemnatee for all costs and expenses which such Tax Indemnatee may incur in connection with contesting such claim (including all reasonable legal and accountants' fees and disbursements and the amount of any interest, penalties or additions to tax which may be payable as a result of contesting such claim), (B) such Tax Indemnatee shall have determined in good faith that such contest shall not result in any material risk of sale, forfeiture or loss of, or creation of any Lien on, the Aircraft, (C) if such contest is to be initiated by the payment of, and the claiming of a refund for, such Taxes, Lessee shall have advanced to such Tax Indemnatee sufficient funds (on an interest-free basis and, if such Tax Indemnatee shall have determined in good faith that such advance results in taxable income to such Tax Indemnatee, on an after-tax basis) to make such payment, (D) such Tax Indemnatee shall have received an opinion of independent tax counsel selected by such Lessee and reasonably acceptable to Tax Indemnatee that a reasonable basis exists for such contest, (E) Lessee shall have delivered to such Tax Indemnatee a written acknowledgement of Lessee's obligation to indemnify such Tax Indemnatee for the Tax being contested if the contest is not successful, (F) in the case of a contest conducted by a Tax Indemnatee and not Lessee, the amount of the potential indemnity for which Lessee may be liable to pay such Tax Indemnatee under Clause 20.3(a) exceeds US\$25,000 or the equivalent thereof and (G) the contest is not for a Tax, the imposition of which has been previously contested by Lessee or such Tax Indemnatee, and such contest (including all allowable appeals) was decided adversely to Lessee or such Tax Indemnatee and no change in facts or Law has occurred since then. Nothing contained in this Clause 20.4(a) shall require any Tax Indemnatee to contest, or permit Lessee to contest in the name of such Tax Indemnatee, a claim which such Tax Indemnatee would otherwise be required to contest pursuant to Clause 20.3(a) if such

Tax Indemnitee shall waive payment by Lessee of any amount that might otherwise be payable by Lessee under Clause 20.3(a) in connection with such claim.

- (b) Each Tax Indemnitee agrees that it shall, as soon as reasonably practicable after it becomes aware of any circumstances which shall, or could reasonably be expected to, become the subject of a claim for indemnification by such Tax Indemnitee pursuant to Clause 20.3(a) or require Lessee to indemnify or pay an amount under Clause 20.5 (*Value Added Tax*) or make an increased payment pursuant to Clause 20.1 (*Gross-Up*), notify Lessee in writing accordingly, provided that a failure to so notify will not diminish, or relieve Lessee of, any obligations hereunder or diminish the rights of the Tax Indemnitee. Similarly, Lessee shall, as soon as reasonably practicable after it becomes aware of any circumstances which shall, or would reasonably be expected to, result in a claim for indemnification under Clause 20.3(a) or require Lessee to indemnify or pay an amount under or Clause 20.5 (*Value Added Tax*) or make an increased payment pursuant to Clause 20.1 (*Gross-up*), notify Lessor in writing accordingly. Provided no Event of Default is then continuing, Lessor and Lessee shall then consult with one another in good faith, for a period of up to thirty (30) days in order to determine what action (if any) may reasonably be taken to mitigate or avoid the incidence of the relevant Taxes (and Lessee shall pay Lessor's reasonable out of pocket expenses (including legal fees) in relation to any such consultations). Lessor shall then take such steps as it agreed during such consultation to take for that purpose, provided always that (i) it is fully indemnified by Lessee to Lessor's satisfaction (acting reasonably) for so doing, (ii) it shall not be required to take, or omit to take, any action, if the effect of such action or omission would reasonably be expected to adversely affect Lessor or would be contrary to applicable law, (iii) Lessor shall not be responsible for or obliged to achieve any particular result from the taking of such steps and (iv) nothing in this Clause 20.4(b) shall require Lessor to disclose or interfere with its tax affairs.

## 20.5 Value Added Tax

- (a) For the purposes of this Clause 20.5 (*Value Added Tax*):
- (i) “**VAT**” means value added tax and any goods and services, sales or turnover tax, imposition or levy of a like nature; and
- (ii) “**supply**” includes anything on or in respect of which VAT is chargeable.
- (b) Lessee shall pay to each Tax Indemnitee (without duplication) or the relevant taxing authority, as the case may be, the amount of any VAT chargeable in respect of any supply for VAT purposes under this Agreement except to the extent such VAT is a Lessor Tax.
- (c) Each amount stated as payable by Lessee under this Agreement is exclusive of VAT (if any), and if VAT is payable in respect of any amount as aforesaid, Lessee shall pay all such VAT and shall indemnify each Tax Indemnitee against any claims for the same (and where appropriate Lessee shall increase the payments which would otherwise be required to be made under this Agreement so that such Tax Indemnitee is left in the same position as it would have been in had no VAT been payable); and Lessee shall provide evidence to such Tax Indemnitee, if available, in respect of payment of any such VAT.

## 20.6 Information regarding Taxes

- (a) If Lessee is required by any applicable Laws, or by any third party, to deliver any report or return in connection with any Taxes, Lessee shall complete the same and shall state therein (if appropriate) that Lessee is exclusively responsible for the use and operation of the Aircraft and for any Taxes arising therefrom, and Lessee shall, on request supply a copy of the report or return to Lessor and Owner Participant.
- (b) Lessee shall within thirty (30) days after Lessor's written request, furnish to Lessor and Owner Participant evidence reasonably satisfactory to Lessor of payment of all Taxes arising in connection with or as a result of the transactions contemplated by this Agreement requiring payment within any Fixed Rent Period, including, without limitation, copies of receipts from the relevant Government Entities for payments of withholding taxes, any Sales Taxes, any VAT and payment of customs duties.
- (c) Prior to the Delivery Date and as soon as practicable following request of Lessee, but in any case within the first sixty (60) days of each calendar year during the Term, Lessor and Owner Participant or if different, the Rent beneficiary, shall deliver to Lessee a certification from the appropriate governmental tax authority confirming Lessor's and Owner Participant's (or, if applicable, such Rent beneficiary's) residency for tax purposes in its jurisdiction of tax residence, being in a jurisdiction with which Mexico has an income tax treaty for the avoidance of double taxation, and provided it remains the practice of the relevant governmental tax authority to provide such certification. In addition to the foregoing, Lessor agrees to furnish, and to procure that any other relevant Tax Indemnatee furnishes, from time to time to Lessee or to such other Person as Lessee may designate, at Lessee's request and expense, such other duly executed and properly completed forms by each Tax Indemnatee as such Tax Indemnatee may be permitted and legally able to deliver and as may be necessary or appropriate in order to claim any reduction of, or exemption from any Tax which Lessee may be required to indemnify against hereunder, unless such Tax Indemnatee determines that furnishing such forms would or could reasonably be expected to have an adverse effect on the business or operations of such Tax Indemnatee.

## 20.7 Taxation of Indemnity Payments

- (a) If and to the extent that any sums payable to any Indemnatee or any Tax Indemnatee by Lessee under this Agreement by way of indemnity or otherwise under this Agreement are insufficient, by reason of any Taxes payable in respect of those sums, for such Indemnatee or such Tax Indemnatee to discharge the corresponding liability to the relevant third party (including any taxation authority), or to reimburse such Indemnatee or such Tax Indemnatee for the cost incurred by it to a third party (including any taxation authority), Lessee shall pay to such Indemnatee or such Tax Indemnatee such sum as will after the tax liability has been fully satisfied leave that Indemnatee or such Tax Indemnatee with the same after-tax amount as it would have been entitled to receive in the absence of that liability.
- (b) If and to the extent that any sums constituting (directly or indirectly) an indemnity or other payment under this Agreement to an Indemnatee or a Tax Indemnatee but paid by Lessee to any Person other than such Indemnatee or such Tax Indemnatee are treated as taxable in the hands of such Indemnatee or such Tax Indemnatee, Lessee shall pay to such Indemnatee or such Tax Indemnatee such sum as will, after the tax liability has been

fully satisfied at the applicable marginal rate in such jurisdiction, indemnify such Indemnatee or such Tax Indemnatee to the same extent as it would have been indemnified in the absence of such liability.

## 20.8 Notification

Each Tax Indemnatee shall notify Lessee in writing of any Taxes of which such Tax Indemnatee has received written notice from a Tax authority as being payable and for which Lessee is obligated to indemnify or pay under this Clause 20 (each a “**Tax Claim**”); provided, however, the delay or failure of such Tax Indemnatee to give notice to Lessee in accordance with this Clause 20.8 (*Notification*) will not discharge or release Lessee from any of its indemnity obligations under Clause 20 (*Taxation*) except, and only to the extent, that such delay or failure results in additional amounts payable by Lessee which amounts would not have been imposed in the absence of such delay.

## 20.9 Verification

At Lessee’s written request within thirty (30) days following Lessee’s receipt of any Tax Indemnatee’s claim for an indemnity pursuant to this Clause 20 (*Taxation*), or of an amount otherwise payable on an after-Tax basis pursuant to this Agreement, the amount of such claim shall be subject to confidential verification in writing by an internationally recognized firm of certified public accountants selected by Lessee and reasonably acceptable to such Tax Indemnatee. The accounting firm shall be requested to complete its review within thirty (30) days of Lessee’s request for such verification. The computations of such accounting firm shall (i) be delivered simultaneously to Lessee and such Tax Indemnatee and (ii) absent prima facie error, be final, binding and conclusive upon Lessee and such Tax Indemnatee. If Lessee pays any indemnity in whole or in part before completion of the verification procedure, appropriate adjustments will be made promptly after completion of the verification procedure to take into account any redetermination of the indemnity by the accounting firm. The fee and disbursements of such accounting firm shall be paid by Lessee unless such verification shall disclose an error in such Tax Indemnatee’s claimed indemnity amount in favor of such Tax Indemnatee exceeding ten percent, in which case such fee and disbursements shall be paid by such Tax Indemnatee. Lessee and such Tax Indemnatee shall cooperate with such accounting firm and (subject to such accounting firm’s execution of a confidentiality agreement reasonably satisfactory to Lessee and such Tax Indemnatee) shall supply such accounting firm with all information reasonably necessary to permit such review and determination.

## 20.10 Duration

The obligations and indemnities contained in this Clause 20 (*Taxation*) shall continue in full force after the expiration, cancellation or termination of this Agreement notwithstanding any breach or repudiation of this Agreement by Lessor or Lessee or the termination of the leasing of the Aircraft under this Agreement.

## 21. ASSIGNMENT AND TRANSFER

### 21.1 By Lessee

Except as expressly permitted by the terms hereof (including without limitation, Clause 10.3 (*Subleasing*)) Lessee will not assign, delegate or otherwise transfer (voluntarily, involuntarily, by operation of law or otherwise) any of its rights or obligations under this agreement or create or

permit to exist any Security Interest over any of its rights under this Agreement, and any attempt to do so will be null and void.

## 21.2 Lessor Transfer

- (a) Without any consent of Lessee other than as provided in Clause 21.2(e), Lessor and/or Owner Participant may at its own expense assign or grant a Security Interest over the Aircraft or any interest therein and/or Lessor and/or Owner Participant may assign or grant a Security Interest over all or any part of its rights under this Agreement, the Trust Agreement and any other Operative Document or any interest therein, in either case, by way of security to any other Person (an “Assignee”); provided that:
  - (i) Lessor shall promptly notify Lessee in writing of any proposed assignment and all relevant details with respect thereto;
  - (ii) (A) such assignment or Security Interest shall not increase any of Lessee’s risk, obligations, responsibilities, liabilities, and costs (including Taxes for which Lessee is responsible pursuant to Clause 20 (Taxation)) related to the transactions contemplated by this Agreement, and shall not reduce any of Lessee’s rights and benefits related thereto, based on the current laws in effect at the time of such assignment or Security Interest, than it would have had if such assignment or Security Interest had not taken place and (B) Lessee will not incur any obligation or liability of any kind as a result of such transaction based on the current laws in effect at the time of such transaction, than it would have had if such assignment or Security Interest had not taken place; provided that, it is agreed that a change in the number of additional insureds and Indemnitees shall not be considered such an increase;
  - (iii) prior to any such assignment or Security Interest becoming effective, the Assignee shall execute and deliver to Lessee an undertaking containing terms substantially similar to Clause 8.1 (*Quiet Enjoyment*) hereof to the effect that neither it nor any Person claiming by, through or under it will disturb the quiet use, possession and enjoyment of the Aircraft by Lessee or any Permitted Sublessee during the Term so long as no Event of Default is continuing;
  - (iv) if the Security Deposit is assigned or charged or subject to a Security Interest in favor of the Assignee or if any Assignee is to be named as the beneficiary under any Letter of Credit, the Assignee shall acknowledge that the Security Deposit under its control shall only be applied in accordance with the provisions of this Agreement and that it will not draw under that Letter of Credit except in accordance with the terms of this Agreement and that proceeds of any such drawings shall only be applied in accordance with the provisions of this Agreement. All costs and expenses of such assignment or grant or a Security Interest of change of the beneficiary under any Letter of Credit shall be for the account of Lessor [REDACTED]
  - (v) as at the date of such assignment and under the laws then in effect in the State of Incorporation, it shall not be unlawful for Lessee to lease an aircraft financed by a Person organized under the laws of the country where the Assignee is organized, and the Assignee shall provide to Lessee representations and warranties in respect of itself on the terms set forth in Clause 22.17 (*True Lease*);

- (vi) the Assignee and each of the other Financing Parties on whose behalf the Assignee is acting is not an airline, other commercial aircraft operator, freight forwarder, a Person engaged in the business of parcel transport by air or an Affiliate of any of the foregoing or a competitor of Lessee; and
  - (vii) if the Assignee is not reasonably experienced in the business of commercial aircraft leasing, it shall agree with Lessee that upon the enforcement of its rights under the relevant security documents it shall contract with such a Person experienced in the business of commercial aircraft leasing to manage this Agreement; provided that if the Assignee represents that it leases, owns or is a lender in respect of more than [REDACTED] on the date of such assignment, it shall be deemed to be reasonably experienced in the business of commercial aircraft leasing.
- (b) Without any consent of Lessee other than as provided in Clause 21.2(e), after Delivery, Lessor may at its own expense transfer the Aircraft and its interest therein and/or transfer and/or assign all or any part of its rights and obligations under this Agreement and any other Operative Document to any Person (a “**Transferee**”); provided that:
- (i) Lessor shall promptly notify Lessee in writing of any proposed transfer and all relevant details with respect thereto;
  - (ii) the Transferee shall assume all payment and other obligations of Lessor under this Agreement and any other Operative Documents to which Lessor is a party;
  - (iii) if the Transferee is not assuming the obligations of Lessor under this Agreement or becoming the “Lessor” under this Agreement as assigned or novated, it shall execute and deliver to Lessee an undertaking containing terms substantially similar to Clause 8.1 (*Quiet Enjoyment*) hereof to the effect that neither it nor any Person claiming by, through or under it will disturb the quiet use, possession and enjoyment of the Aircraft by Lessee or any Permitted Sublessee during the Term so long as no Event of Default is continuing;
  - (iv) the Transferee shall confirm and agree that such transfer or assignment shall not increase any of Lessee’s risk, obligations, responsibilities, liabilities and costs (including Taxes for which Lessee is responsible pursuant to Clause 20 (Taxation)) related to the transactions contemplated by this Agreement and shall not reduce any of Lessee’s rights and benefits related thereto, as based on applicable laws in effect as of the date of such transfer or assignment; provided that, it is agreed that a change in the number of additional insureds and Indemnitees shall not be considered such an increase;
  - (v) at the time of such transfer or assignment, the Transferee shall provide to Lessee representations and warranties on the terms set forth in Clause 22.17 (*True Lease*) and Clause 2 of Schedule 2 (*Representations and Warranties*);
  - (vi) at the time of such transfer or assignment, the Transferee (A) shall have a tangible net worth of not less than [REDACTED] (or the Transferee’s obligations to Lessee in respect of the Aircraft under this Agreement and the other Operative Documents shall be guaranteed on terms acceptable to Lessee by a Person that has a tangible net worth of not less than [REDACTED], in either case, such net

worth to be evidenced by a certificate of net worth of a responsible officer of such Person, the Transferee or such guarantor, as the case may be, certifying as to such net worth and such other evidence as is reasonably acceptable to Lessee; (B) shall be an experienced lessor in commercial aircraft leasing or will have appointed an experienced servicer in commercial aircraft leasing (and for such purposes, an experienced lessor or experienced servicer will be an entity with [REDACTED] or more in its portfolio or under its management); (C) is not an airline, other commercial aircraft operator, a freight forwarder, a Person engaged in the business of parcel transport by air or an Affiliate of any of the foregoing or otherwise a direct competitor of Lessee; and (D) is a tax resident of a jurisdiction with which Mexico has entered into a treaty to avoid the double imposition of Taxes;

- (vii) at the date of such transfer and under the laws then in effect in the State of Incorporation, it shall not be unlawful for Lessee to lease an Aircraft owned or leased by a Person organized under the laws of the country where the Transferee is organized; and
- (c) Without any consent of Lessee, after Delivery, Owner Participant may at its own expense transfer and/or assign all but not less than all of its rights and obligations under the Trust Agreement and any Operative Document to which it is a party to any other Person (an “**OP Transferee**”); provided that:
  - (i) Lessor shall promptly notify Lessee in writing of any proposed transfer and all relevant details with respect thereto;
  - (ii) the OP Transferee enters into an agreement with Lessee in form and substance acceptable to Lessee pursuant to which it assumes all the obligations of Owner Participant under the Owner Participant Letter and provides Lessee the representations and warranties of Owner Participant thereunder or executes and delivers a replacement Owner Participant Letter on the same terms as the then existing Owner Participant Letter;
  - (iii) the OP Transferee shall execute and deliver to Lessee an undertaking containing terms substantially similar to Clause 8.1 (*Quiet Enjoyment*) hereof to the effect that neither it nor any Person claiming by, through or under it will disturb the quiet use, possession and enjoyment of the Aircraft by Lessee or any Permitted Sublessee during the Term so long as no Event of Default is continuing;
  - (iv) the OP Transferee confirms and agrees that (A) such transfer or assignment shall not increase any of Lessee’s risk, obligations, responsibilities, liabilities and costs related to the transactions contemplated by this Agreement and shall not reduce any of Lessee’s rights and benefits related thereto, based on the current laws in effect at the time of such transaction, than it would have had if such transaction had not taken place and (B) Lessee will not incur any obligation or liability of any kind as a result thereof based on the current laws in effect at the time of such transaction, than it would have had if such transaction had not taken place, provided that, it is agreed that a change in the number of additional insureds and Indemnitees shall not be considered such an increase;



- (v) at the time of such transfer or assignment, the OP Transferee (A) has a tangible net worth of not less than [REDACTED] or such Person's obligations to Lessee in respect of the Aircraft under the Owner Participant Letter and the other Operative Documents are guaranteed on terms acceptable to Lessee by a Person that has a tangible net worth of not less than [REDACTED] in either case such net worth to be evidenced by a certificate of net worth of a responsible officer of the OP Transferee or such guarantor, as the case may be, certifying as to such net worth and such other evidence as is reasonably acceptable to Lessee; (B) is an experienced lessor in commercial aircraft leasing or will have appointed an experienced servicer in commercial aircraft leasing (and for such purposes, an experienced lessor or experienced servicer will be an entity with [REDACTED] or more in its portfolio or under its management); (C) is not an airline, other commercial aircraft operator, a freight forwarder, a Person engaged in the business of parcel transport by air or an Affiliate of any of the foregoing or otherwise a direct competitor of Owner Participant; and (D) is a tax resident of a jurisdiction with which Mexico has entered into a treaty to avoid the double imposition of Taxes;
  - (vi) at the date of such transfer and under the laws then in effect in the State of Incorporation, it shall not be unlawful for Lessee to lease an Aircraft owned or leased by a Person organized under the laws of the country where the OP Transferee is organized; and
- (d) Lessee shall upon request from Lessor and at the expense of Lessor cooperate in effecting any assignment or transfer referred to in subclause (a), (b) or (c) above and will execute any agreements or other instruments reasonably requested by Lessor in form and substance reasonably satisfactory to Lessee (including, without limitation, any supplement or amendment to or novation of this Agreement) and if the transfer involves the assumption by the Transferee of any of Lessor's obligations under this Agreement or the other Operative Documents to which Lessee is a party, release Lessor from the obligations so assumed and will execute such certificates and shall provide such corporate documents as shall be reasonably requested by Lessor for the purposes of Lessor obtaining a legal opinion in respect of Lessee's due execution and due authorization of the transfer documents. Lessor agrees to reimburse Lessee for its documented costs and expenses (including, without limitation reasonable attorney fees) and any Taxes thereon, and other reasonable and documented out-of-pocket costs and expenses and any Taxes thereon, in connection with any assignment or transfer referred to in subclause (a), (b) or (c).
- (e) For the purpose of Article 33(1) of the Cape Town Convention and Article XV of the Protocol, and without prejudice to the preceding provisions of this Clause 21.2 (*Lessor Transfer*) to the extent applicable, Lessee hereby consents in advance to the transfer of the associated rights and related international interests in respect of any assignment or sale by Lessor or the granting of any Security Interest by Lessor in accordance with this Agreement (and for the avoidance of doubt, no additional consent by Lessee will be required in connection with any such assignment of associated rights, the related international interests and the related right to discharge such international interest pursuant to the Cape Town Convention).
- (f) Except as permitted in this Clause 21.2 (*Lessor Transfer*), none of Trust Company, Lessor and Owner Participant will assign or otherwise transfer (voluntarily,

involuntarily, by operation of law or otherwise) any of its rights in and to the Aircraft or any of its rights and obligations under the Trust Agreement or any Operative Document or permit to exist any Security Interest over any of the foregoing, and any attempt to do so will be null and void *ab initio*.

## **22. MISCELLANEOUS PROVISIONS**

### **22.1 Rights Cumulative, Waivers**

The rights of Lessor under this Agreement may be exercised as often as Lessor considers appropriate (except as otherwise expressly stated herein), are cumulative and are in addition to its rights under any Law. The rights of Lessor against Lessee or in relation to the Aircraft (whether arising under this Agreement or any Law) cannot be waived or varied other than by an express waiver or variation in writing. Any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right; any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right; and no act or course of conduct or negotiation on Lessor's part or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

### **22.2 Delegation**

Lessor may delegate to any Person or Persons all or any of its rights, powers or discretions vested in it by this Agreement, and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as Lessor deems fit; provided, however, that notwithstanding any such delegation, Lessor shall at all times remain primarily liable for the obligations of "Lessor" hereunder.

### **22.3 Expenses**

Each of Lessor and Lessee shall pay its own costs and expenses (including legal fees) in connection with the negotiation of this Agreement and the other Operative Documents. Lessee shall pay to Lessor on demand all expenses (including legal, professional, and out-of-pocket expenses) incurred or payable by Lessor and/or Owner Participant (without duplication) in connection with the enforcement or preservation of any of Lessor's and/or Owner Participant's (without duplication) rights or remedies under this Agreement in connection with and following any Event of Default. [REDACTED] If Lessor requires an external Mexican legal opinion, Lessor shall be responsible for the cost of obtaining such legal opinion from Mexican counsel of its choosing. [REDACTED]

### **22.4 Set-off**

- (a) Lessor may set off any matured obligation owed by Lessee under this Agreement against any obligation (whether or not matured) owed by Lessor or Owner Participant to Lessee hereunder, regardless of the place of payment or currency. If the obligations are in different currencies, Lessor may convert either obligation at the market rate of exchange available in London or (at Lessor's option) New York for the purpose of the set-off.
- (b) If an obligation is unascertained or unliquidated, Lessor may in good faith estimate that obligation and set off in respect of the estimated amount, in which case when the obligation is ascertained or liquidated Lessor or Lessee shall make a payment to the

other (as appropriate) in respect of any amount by which the ascertained or liquidated amount differs from the estimated amount.

- (c) Notwithstanding any other provision of this Agreement, Lessor shall not be obliged to pay any amount to Lessee under this Agreement so long as any sums which are then due from Lessee under this Agreement remain unpaid or if any Event of Default has occurred and is continuing, and any such amount which would otherwise be due shall fall due only if and when Lessee has paid all such sums and cured all Events of Default, except to the extent that Lessor otherwise agrees in writing or sets off such amounts against such payment pursuant to Clause 22.4(a).

## **22.5 Provisions of Cape Town Convention**

Except to the extent expressly provided herein, any terms of this Agreement which expressly incorporate any provisions of the Cape Town Convention shall prevail in the case of any conflict with any other provision contained herein. Each of the parties hereto acknowledges and agrees that for purposes of the Cape Town Convention (to the extent applicable hereto), separate rights may exist with respect to the Airframe and Engines.

## **22.6 Time of Essence**

The time stipulated in this Agreement for all payments by Lessee to Lessor and for the prompt performance of Lessee's other obligations under this Agreement are of the essence of this Agreement.

## **22.7 Entire Agreement**

This Agreement and the other Operative Documents constitute the sole and entire agreement between Lessor and Lessee in relation to the leasing of the Aircraft and supersede all previous agreements in relation to that leasing. Any amendments to this Agreement must be in writing and signed on behalf of Lessor and Lessee.

## **22.8 Rights of Third Parties**

- (a) All rights expressed to be granted to each Indemnatee or Tax Indemnatee (other than Lessor) under this Agreement are given to Lessor on behalf of that Indemnatee or Tax Indemnatee, and each Indemnatee or Tax Indemnatee is an express third party beneficiary hereof. Except for Lessor, Owner Participant, each Indemnatee and each Tax Indemnatee, no other Person shall be a third party beneficiary of this Agreement.
- (b) Any Tax Indemnatee or Indemnatee who is not a party to this Agreement may enforce the terms of this Agreement expressed to be for its benefit or given by Lessee to or in favor of such Tax Indemnatee or Indemnatee.
- (c) All terms of this Agreement may be varied, amended or otherwise released by an agreement between Lessor and Lessee without reference to any Indemnatee, Tax Indemnatee or Owner Participant.
- (d) If an Indemnatee or Tax Indemnatee is not a party to this Agreement, Lessee may require such Indemnatee or Tax Indemnatee to agree in writing, in a form reasonably acceptable to Lessee, to the terms of Clause 14 (*Indemnities*) and Clause 20 (*Taxation*), as the case

may be, prior to making any payments to such Indemnitee or Tax Indemnitee under Clause 14 (*Indemnities*) or Clause 20 (*Taxation*), as the case may be.

## **22.9 Counterparts**

This Agreement may be executed in two or more counterparts each of which will be deemed an original but all of which together will constitute one and the same agreement.

## **22.10 Language**

All notices, requests, direction and other communications to be given under this Agreement will be in English. Unless otherwise provided herein, all documents delivered to Lessee, Lessor or Owner Participant pursuant to this Agreement will be in English or, if not in English, will be accompanied by a certified English translation. If there is any inconsistency between the English version of this Agreement and any version in any other language, the English version will prevail.

## **22.11 Confidentiality**

This Agreement, the terms hereof and all non-public information obtained by a party about any party are confidential and are among Lessor, Owner Participant and Lessee only. Lessor, Owner Participant and Lessee shall not, and shall procure that their respective officers, employees and agents shall not, disclose the contents of this Agreement or such nonpublic information to any third party (other than (a) to such party's or its Affiliates' auditors, legal advisors, regulators, financial advisors and rating agencies; (b) in connection with any filing or disclosure of this Agreement in accordance with, or as required by, any applicable Regulation; (c) in connection with Lessor's or Owner Participant's potential sale, financing, refinancing of or related to the Aircraft and/or transfer or assignment of this Agreement; provided that any recipient of any such confidential information in such case shall as a condition precedent to receipt of the information execute and deliver a confidentiality agreement containing terms no less stringent than the terms of this Clause 22.11 (*Confidentiality*); or (d) as required for enforcement by either party of its rights and remedies with respect to this Agreement), without the prior written consent of the other party. If any disclosure will result in the Agreement becoming publicly available, Lessor, Owner Participant and Lessee will cooperate with one another to obtain confidential treatment or limit the scope of disclosure as to the commercial terms and other material provisions of this Agreement. Notwithstanding the foregoing, Lessee may disclose this Agreement (i) as may be required to obtain the Bankruptcy Court's approval of this Agreement; or (ii) to the U.S. Trustee, the Unsecured Creditors Committee or the entities providing the debtor-in-possession financing to Lessee, its Affiliates and any of their respective related persons; provided that the parties shall use commercially reasonable efforts to obtain the Bankruptcy Court's permission to redact the terms of this Agreement that the Lessor deems to be proprietary.

## **22.12 Invalidity of any Provision**

If any provision of this Agreement becomes invalid, illegal or unenforceable in any respect under any Law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

## **22.13 Survival**

All indemnities, representations and warranties of Lessee and Lessor shall survive, and remain in full force and effect, notwithstanding the expiration or other termination of this Agreement and/or the leasing of the Aircraft hereunder.

#### **22.14 Further Assurance**

- (a) Each of the parties agrees to perform (or procure the performance of) all further acts and things within its control, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by applicable Laws or as may be necessary or reasonably desirable to implement and/or give effect to this Agreement and the transactions contemplated by this Agreement.
- (b) Except as otherwise expressly set forth herein, the out-of-pocket costs and expenses of performing the acts contemplated by sub-clause (a) above shall be borne by the requesting party.

#### **22.15 No Brokers**

Except for SkyWorks Capital, LLC (whose fees and expenses are the sole responsibility of Lessee), each of the parties represents and warrants to the other that it has not paid, agreed to pay, or caused to be paid directly or indirectly to any Person in any form, any commission percentage contingent fee, brokerage or other similar payments of any kind, in connection with the establishment or operation of this Agreement. Each party agrees to indemnify and hold the other harmless from and against any and all claims, suits, damages, costs and expenses (including, reasonable legal fees and expenses) asserted by any agent, broker or other third party for any commission or compensation of any nature whatsoever based upon this Agreement or the Aircraft, if such claim, suit, damage, cost or expense arises out of any breach by the indemnifying party, its employees or agents of this Clause 22.15 (*No Brokers*).

#### **22.16 Chattel Paper**

To the extent, if any, that this Agreement constitutes chattel paper (as such term is defined in the UCC as in effect in any applicable jurisdiction), no Security Interest in this Agreement may be created through the transfer or possession of any counterpart other than the original counterpart, which shall be identified as the counterpart designated as the "chattel paper original" on the signature page of this Agreement by the Financing Parties Representative (if any) or Lessor, as the case may be.

#### **22.17 True Lease**

The parties intend and agree that this Agreement:

- (a) constitutes a "true lease", and not a "security interest" as defined in Section 1-201(37) of the UCC;
- (b) to the extent applicable, constitutes a "true lease" for United States federal income tax purposes; and
- (c) confers only a leasehold interest on Lessee in and to the Aircraft on and subject to the terms of this Agreement, and no ownership or other interest with respect to the Aircraft is provided to Lessee under this Agreement.

Lessee shall not file a tax return that is inconsistent with the provisions of this Clause 22.17 (*True Lease*).

#### 22.18 **Know Your Customer/OFAC Compliance**

- (a) Each party represents, warrants and agrees that neither it nor any of its Affiliates is in violation of any Law relating to terrorism or money laundering enacted or promulgated by the United Nations, the European Union, the United States of America or Mexico (“**Anti-Terrorism Laws**”), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the “**Executive Order**”), and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 (the “**Patriot Act**”).
- (b) Each party represents, warrants and agrees that it is not any of the following:
  - (i) a person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;
  - (ii) a person owned or controlled by, or acting for or on behalf of, any person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;
  - (iii) a person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order; or
  - (iv) a person that is named as a “special designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control (“**OFAC**”) at its official website or any replacement website or other replacement official publication of such list.
- (c) Each party represents, warrants and agrees that it does not and for the Term shall not (i) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any person described in the preceding clause (b), (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or any similar laws of Mexico, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

#### 22.19 **USA Patriot Act Notice**

Lessee agrees that pursuant to the requirements of the Patriot Act, Lessor and/or Owner Participant may obtain, verify, and record information from Lessee that identifies Lessee, which information may include the name and address of Lessee, and its officers, directors and shareholders, and other information that will allow Lessor and/or Owner Participant (without duplication) to identify Lessee in accordance and for purposes of compliance with the Patriot Act.

#### 22.20 **Statements of Trust Company**

The parties hereto agree that all of the statements, representations, covenants and agreements made by Lessor contained in this Agreement and any agreement referred to herein, unless

expressly otherwise stated, are made and intended only for the purpose of binding the Trust Estate and establishing the existence of rights and remedies which can be exercised and enforced against the Trust Estate. Therefore, anything contained in this Agreement or such other agreements to the contrary notwithstanding (except for any express provisions that the Trust Company is responsible for in its individual capacity (and the Trust Company shall be responsible in its individual capacity for all statements, representations, warranties, covenants and agreements made by the Trust Company)), no recourse shall be had with respect to this Agreement or such other agreements against the Trust Company in its individual capacity or against any institution or Person which becomes a successor trustee or co-trustee or any officer, director, trustee, servant or direct or indirect parent or controlling Person or Persons of any of them; **provided, however, that** this Clause 22.20 (*Statements of Trust Company*) shall not be construed to prohibit any action or proceeding against any party hereto for its own willful misconduct or grossly negligent conduct for which it would otherwise be liable; and **provided further, that** nothing contained in this Clause 22.20 (*Statements of Trust Company*) shall be construed to limit the exercise and enforcement in accordance with the terms of this Agreement or such other agreements of rights and remedies against the Trust Estate. The foregoing provisions of this Clause 22.20 (*Statements of Trust Company*) shall survive the termination of this Agreement.

23. **NOTICES; ELECTRONIC SIGNATURES**

23.1 Every notice, request, direction or other communication under this Agreement shall be in English and be in writing delivered personally or sent with an internationally recognized courier service or by electronic mail (including PDF) and shall be deemed to have been received:

(a) in the case of a letter when delivered personally or where sent with an internationally recognized courier service, on the date shown as the delivery date (or, if delivery was refused, the date of such refusal) in the records of the Person who effected such delivery; or

(b) in the case of an electronic mail, at the time of dispatch with confirmed receipt,

**provided always that** where delivery by hand or by electronic email occurs after 6:00 p.m. on a Business Day, or on a day which is not a Business Day, service shall be deemed to occur at 9:00 a.m. on the next Business Day.

23.2 **Every** notice, request, direction or other communication under this Agreement shall be sent:

[REDACTED]

or any substitute address, email address or fax number or department or officer as the relevant party may notify to the other party by not less than five (5) Business Days' notice.

23.3 In connection with the performance of their respective duties hereunder, each party may give notices, consents, directions, approvals, instructions and requests to, and otherwise communicate with, each other using electronic means, including email transmission to such email addresses as each such party shall designate to the other parties, and, if necessary or if requested by the other party or parties, with an "electronic signature" or other "electronic record" (as such terms are defined in the New York State Electronic Signatures and Records Act). Delivery of an executed counterpart of this Agreement or any other Operative Document by facsimile, email, "electronic signature" or other "electronic record" will be deemed as effective as delivery of an originally executed counterpart. Any party delivering an executed counterpart of this Agreement or any

other Operative Document by facsimile, email, “electronic signature” or other “electronic record” will also deliver an originally executed counterpart thereof, but the failure of any party to deliver an originally executed counterpart of this Agreement or any other Operative Document will not affect the validity or effectiveness of this Agreement or such other Operative Document.

**24. GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL**

**24.1 Governing Law**

PURSUANT TO AND IN ACCORDANCE WITH SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, THE PARTIES HERETO AGREE THAT THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, AND ALL ISSUES CONCERNING THE RELATIONSHIP OF THE PARTIES HEREUNDER AND THE ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AS APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK (EXCLUSIVE OF SECTION 7-101 OF THE NEW YORK GENERAL OBLIGATIONS LAW WHICH IS INAPPLICABLE TO THIS AGREEMENT) WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES. THE PARTIES AGREE THAT THIS AGREEMENT WAS DELIVERED IN THE STATE OF NEW YORK.

THE FOREGOING ELECTION OF THE LAWS OF THE STATE OF NEW YORK IS WITHOUT PREJUDICE TO THE RIGHT OF LESSOR TO APPLY THE LAWS OF THE FEDERAL DISTRICT OF MEXICO TO ANY REPOSSESSION OR OTHER ENFORCEMENT OF RIGHTS UNDER THIS AGREEMENT WHILE THE AIRCRAFT IS LOCATED IN MEXICO.

**24.2 Jurisdiction**

Pursuant to and in accordance with Section 5-1402 of the New York General Obligations Law, Lessee and Lessor each irrevocably agrees that (i) the United States District Court for the Southern District of New York sitting in The Borough of Manhattan and any New York state court sitting in the County of New York, New York, and all related appellate courts, and (ii) the courts of the jurisdictions in which the Aircraft at the relevant time is located in the case of enforcement proceedings in respect of remedies hereunder, have exclusive jurisdiction to settle any disputes arising out of or relating to this Agreement or any of the other Operative Documents and submits itself and its property to the jurisdiction of the foregoing courts with respect to such dispute, hereby waiving any other jurisdictions which may be available thereto by reason of domicile or otherwise.

**24.3 Process Agent**

(a) Without prejudice to any other mode of service, Lessee:

- (i) appoints [REDACTED] as its agent for service of process relating to any proceedings before the New York courts described in Clause 24.2 (*Jurisdiction*) in connection with this Agreement and agrees to maintain the process agent in New York notified to Lessor;



- (ii) agrees that failure by a process agent to notify Lessee of the process shall not invalidate the proceedings concerned; and
  - (iii) consents to the service of process relating to any such proceedings by prepaid mailing or by personal delivery of a copy of the process to Lessee's agent at the address identified in Clause 24.3(a)(i) above or by facsimile or prepaid mailing by air mail, certified or registered mail, or by personal delivery, of a copy of the process to Lessee at the address set forth in Clause 23.2.
- (b) Without prejudice to any other mode of service, Lessor:
  - (i) appoints [REDACTED] as its agent for service of process relating to any proceedings before the New York courts described in Clause 24.2 (*Jurisdiction*) in connection with this Agreement and agrees to maintain the process agent notified to Lessee;
  - (ii) agrees that failure by a process agent to notify Lessor of the process shall not invalidate the proceedings concerned; and
  - (iii) consents to the service of process relating to any such proceedings by prepaid mailing or by personal delivery of a copy of the process to Lessor's agent at the address identified in Clause 24.3(b)(i) above or by facsimile or prepaid mailing by air mail, certified or registered mail, or by personal delivery, of a copy of the process to Lessor at the address set forth in Clause 23.2.

#### 24.4 Waiver of Objections

Each of Lessee and Lessor:

- (a) waives to the fullest extent permitted by Law any objection which it may now or hereafter have to the courts referred to in Clause 24.2 (*Jurisdiction*) on grounds of inconvenient forum or otherwise as regards proceedings in connection with this Agreement;
- (b) waives to the fullest extent permitted by Law any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in the courts referred to in Clause 24.2 (*Jurisdiction*); and
- (c) to the extent permitted by applicable law, agrees that a judgment or order of any court referred to in Clause 24.2 (*Jurisdiction*) in connection with this Agreement is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction as if made by the highest court in that other jurisdiction and accordingly neither Lessee nor Lessor will seek to, nor be entitled to, contest and/or delay and/or obstruct registration or enforcement of any such judgment and/or award and/or order on grounds of public policy or otherwise.

#### 24.5 No Alternative Jurisdictions

This Clause 24 (*Governing Law, Jurisdiction and Waiver of Jury Trial*) shall survive, continue to take full effect and not merge in any order or judgment and this Clause 24.5 (*No Alternative*

*Jurisdictions*) prohibits either party to bring proceedings against the other in connection with this Agreement or any other Operative Document in any court other than as provided in Clause 24.2 (*Jurisdiction*) above.

#### **24.6 Waiver of Sovereign Immunity and Other Defenses**

Each of Lessee and Lessor irrevocably and unconditionally:

- (a) agrees that if the other brings legal proceedings against it or its assets in relation to this Agreement no sovereign or other immunity from such legal proceedings (which will be deemed to include suit, court jurisdiction, attachment prior to judgment, attachment in aid of execution of a judgment, other attachment, the obtaining of judgment, execution of a judgment or other enforcement or legal process or remedy) will be claimed by or on behalf of itself or with respect to its assets;
- (b) waives any such right of immunity which it or its assets now has or may in the future acquire and agrees that the foregoing waiver shall have the fullest extent permitted under the Foreign Sovereign Immunities Act of 1976 of the United States of America and is intended to be irrevocable for the purposes of such Act; and
- (c) waives any requirement, of any kind whatsoever, for the other party to provide any form of security in respect of the payment of any damages, costs, expenses or any other financial obligation resulting from the commencement or prosecution of proceedings or the making of or service of any order and Lessee undertakes (x) not to challenge the validity of any proceedings or the making of any orders without any requirement for the provision of such security, (y) to advise any court upon the other party's request that it requires no such security, and (z) to provide security itself for any third party claims arising out of or in connection with such proceedings and/or orders.

#### **24.7 Waiver of Jury Trial**

EACH OF LESSEE AND LESSOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL IN RESPECT OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THE LESSOR/LESSEE RELATIONSHIP BEING ESTABLISHED, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND OTHER COMMON LAW AND STATUTORY CLAIMS. EACH OF LESSOR AND LESSEE REPRESENTS AND WARRANTS THAT EACH HAS REVIEWED AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH ITS LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS CLAUSE MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[Signature Page Follows]

**IN WITNESS WHEREOF** Lessor and Lessee have executed and delivered this Agreement in the State of New York, U.S.A., both as of the date shown at the beginning of this Agreement.

**Aerovías de México, S.A. de C.V.,**  
*Lessee*

**Bank of Utah,** not in its individual capacity, but  
solely as owner trustee,  
*Lessor*

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TO THE EXTENT IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE PERFECTED THROUGH THE POSSESSION OF ANY ORIGINAL OR COPY HEREOF OTHER THAN THAT MARKED "CHATTEL PAPER ORIGINAL".

**CHATTEL PAPER ORIGINAL**

**IN WITNESS WHEREOF** Lessor and Lessee have executed and delivered this Agreement in the State of New York, U.S.A., both as of the date shown at the beginning of this Agreement.

**Aerovías de México, S.A. de C.V., Lessee**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Bank of Utah**, not in its individual capacity, but  
solely as owner trustee,  
*Lessor*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TO THE EXTENT IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE PERFECTED THROUGH THE POSSESSION OF ANY ORIGINAL OR COPY HEREOF OTHER THAN THAT MARKED "CHATTEL PAPER ORIGINAL".

## SCHEDULE 1 DEFINITIONS AND CONSTRUCTION

### 1. Defined Terms

The following words and expressions have the respective meanings set forth below:

**“Acceptable LC Bank Rating”** has the meaning given to it in Clause 6.4(b) (*Provision of Letter of Credit*);

**“Acceptance Certificate”** means a certificate of acceptance of the Aircraft to be executed and delivered by the parties at Delivery substantially in the form appearing in Schedule 9;

**“AFAC”** means the *Agencia Federal de Aviación Civil* of the *Secretaría de Comunicaciones y Transportes de México* and each other Mexican governmental airworthiness authority having authority with respect to the Aircraft that is comparable to the authority of the FAA and any successor thereto;

**“Affiliate”** means, in relation to any Person, any Person directly or indirectly controlling, controlled by, or under common control with such first Person; and a Person shall be deemed to control another Person if such first Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, contract or otherwise;

**“Agreed Form”** means the form agreed between Lessor and Lessee;

**“Agreed Value”** has the meaning provided in Part A of the Financial Terms Annex;

**“Agreement”** means this Amended and Restated Aircraft Lease Agreement together with its Schedules;

**“Aircraft”** means the aircraft described in Schedule 6 (*Description of Aircraft*), including all buyer furnished equipment and in-flight entertainment equipment installed thereon (which term includes where the context admits a separate reference to all Engines, Parts and Aircraft Documents);

**“Aircraft Documents”** means the documents, data, aircraft manuals and technical records relating to the Aircraft at the time of Delivery and any other documents and records referred to in Clause 11.2 (*Aircraft Documents*) and Schedule 7 (*Aircraft Documents at Redelivery*) and all additions, renewals, revisions and replacements from time to time made thereto in accordance with this Agreement;

**“Aircraft Object”** has the meaning given to such term in the Consolidated Text;

**“Airframe”** means the Aircraft, excluding the Engines and the Aircraft Documents;

**“Airframe Manufacturer”** means The Boeing Company;

**“Airframe Warranty Assignment”** means the airframe warranty assignment entered into or to be entered into between Lessor and Lessee, and the related consent and agreement between Lessor, Lessee and the Airframe Manufacturer, in respect of the Aircraft in the Agreed Form;

“**Airworthiness Directive**” or “**AD**” means any and all State of Manufacture airworthiness directives and/or State of Registration airworthiness directives and/or airworthiness directives issued by the AFAC;

“**AMM**” means, from time to time, the latest revision of the Airframe Manufacturer’s approved maintenance manual for the Aircraft;

“**Anti-Terrorism Laws**” has the meaning given to it in Clause 22.18 (*Know Your Customer/OFAC Compliance*);

“**Approved Maintenance Performer**” means (a) for all Heavy Maintenance Checks, any shop visit for an Engine, the APU or any Landing Gear or the overhaul of any serialized components and all major modifications, any maintenance facility approved by (i) the Aviation Authority and (ii) either EASA or the FAA and (b) for all lower-level checks, repairs and maintenance, any maintenance facility approved by the Aviation Authority which may be Lessee so long as Lessee has the requisite licenses and approvals;

“**APU**” means the auxiliary power unit installed on the Aircraft at Delivery and any replacement auxiliary power unit installed in accordance with this Agreement title to which is vested in Lessor in accordance with this Agreement;

“**APU Equivalency Charge**” shall mean the APU Equivalency Charge, if any, calculated pursuant to Part B of the Financial Terms Annex (*Redelivery Maintenance Payment*);

“**APU Hour**” means each hour or part thereof (rounded to the nearest minute) elapsing from the moment the APU is started to the moment when the APU is shut down;

“**APU Manufacturer**” means [\_\_\_\_\_];

“**APU Medium Repair Shop Visit**” means, with respect to the APU, a level of work that includes, at a minimum, [REDACTED]

“**Assignee**” has the meaning given to it in Clause 21.2(a);

“**Aviation Authority**” means the AFAC and the RAM for so long as the State of Registration is Mexico, and, if the Aircraft is registered in another State of Registration, the authorities, government departments, committees or agencies which under the laws of that State of Registration shall from time to time:

- (a) have control or supervision of civil aviation in that state; or
- (b) have jurisdiction over the registration, airworthiness or operation of, or other matters relating to, the Aircraft;

“**Back to Birth Traceability**” means in respect of any Part or part, original documentary evidence specifying the part number and the unique serial number of such Part or part, and providing a detailed full operational history record acceptable to an FAA or EASA regulatory standard but in any event having the following: (i) the Original Delivery Document where Original Delivery Document means (x) for a part delivered new as a spare part, the manufacturer’s airworthiness document (FAA Form 8130–3 or EASA Form One (to the extent such EASA form is permitted by the FAA and the Maintenance Program)) showing the part

number and serial number, (y) for a part delivered new installed on an assembly, the manufacturer's assembly bill of material listing showing part number, serial number, assembly serial number and where relevant the as-delivered model and thrust rating; and (ii) a removal/installation ('on/off') transaction history detailing an unbroken record of the Flight Hours and Cycles elapsed at each relevant thrust rating (for Engine Life Limited Parts) from new up to current;

**"Bankruptcy Cases"** means the Chapter 11 cases and proceedings initially filed by Lessee and its affiliates on July 1, 2020 under the lead case no. 20-11563 with the Bankruptcy Court and all affiliated and associated filings and proceedings in any other court or jurisdiction relating to such cases;

**"Bankruptcy Court"** means the United States Bankruptcy Court for the Southern District of New York;

**"Base Lease Term"** has the meaning given to such term in Part A of the Financial Terms Annex;

**"Bill of Sale"** means the warranty bill of sale transferring title to the Aircraft to Lessor;

[REDACTED]

**"Business Day"** means any day (other than a Saturday or Sunday) on which banks are open for business in New York City and Mexico City;

**"C Check"** means a block **"C"** check in accordance with the Maintenance Program in effect on the date when such check is carried out;

**"Cape Town Convention"** means The Convention on International Interests in Mobile Equipment, concluded in Cape Town, South Africa, on November 16, 2001 (utilizing the English-language version thereof as in effect in Mexico on the Delivery Date), and references to the Cape Town Convention will include the Protocol as appropriate, and for so long as the Aircraft is registered in Mexico, references to the Cape Town Convention refer to the Cape Town Convention as adopted and implemented in Mexico;

**"Change in Law"** means any enactment, introduction, adoption, abolition, making or variation of, or any change in, deletion from or amendment or addition to, any applicable law, treaty, order or regulation, in each case in any applicable jurisdiction or any change in or any new or further or different interpretation or application of any thereof in any court, and in each case from that existing as at the Delivery Date;

**"Claim"** has the meaning given to it in Clause 14.2 (*Notification and Contest*);

**"Companion Agreement"** means for so long as the Lessor or Owner Participant is an Affiliate of JSA International U.S. Holdings, LLC ("**JSA**") each aircraft lease agreement entered into between Bank of Utah, as owner trustee, or an Affiliate of Owner Participant as lessor and Lessee as lessee as of the date hereof with respect to the leasing of Companion Aircraft; provided that such aircraft lease agreement shall be a "Companion Agreement" for purposes hereof only so long as the lessor thereunder, or if such lessor is a trust, the beneficiary of that trust, is JSA or a Subsidiary of JSA;

**“Companion Agreement Event of Default”** means, in respect of any Companion Agreement, an Event of Default as defined therein;

**“Companion Aircraft”** means the aircraft bearing MSNs [ ];

**“Conditions Precedent”** means the conditions specified in Schedule 3 (*Conditions Precedent*);

**“Consolidated Text”** means the Consolidated Text of the Cape Town Convention and the Protocol attached to Resolution No. 1 of the Final Act of the Diplomatic Conference to adopt the Cape Town Convention and the Protocol held under the auspices of ICAO and UNIDROIT at Cape Town, South Africa from 29 October to 16 November 2001;

**“CPCP”** means corrosion prevention and control program;

**“Cycle”** means one take-off and landing of the Aircraft or, in respect of any Engine or Part temporarily installed on another airframe, one take-off and landing of that other airframe;

**“Damage Notification Threshold”** has the meaning provided in Part A of the Financial Terms Annex;

**“Default Interest”** means any interest paid or payable pursuant to Clause 7.2 (*Default Interest*);

**“Default Rate”** has the meaning given such term in Part A of the Financial Terms Annex;

**“Delivery”** means delivery of the Aircraft on lease by Lessor to Lessee pursuant to the Acceptance Certificate;

**“Delivery Condition Specification”** means the condition detailed in Schedule 6 (*Description of Aircraft*), including the minimum requirements for the Aircraft as set forth in such Schedule, as the same is amended prior to Delivery; provided that there shall be no change to the general description (below such minimum requirements) of the Aircraft set forth on the first page of Schedule 6 without the consent of the Lessor;

**“Delivery Date”** means the date on which Delivery occurs;

**“Delivery Location”** means [ ] [the facilities of the Airframe Manufacturer] or such other location as may be agreed by Lessor and Lessee;

**“Deregistration Power of Attorney”** means the irrevocable power of attorney from Lessee in the form attached hereto as Schedule 16;

**“Discount Rate”** has the meaning set forth in Part A of the Financial Terms Annex;

**“Dollars”, “\$” and “US\$”** means the lawful currency of the United States of America and, in relation to all payments in dollars to be made under or pursuant to this Agreement, in immediately available funds;

**“EASA”** means the European Aviation Safety Agency and any successor thereof;

**“Engine”** means, whether or not for the time being installed on the Aircraft:

- (a) the engines specified in the Acceptance Certificate; or



- (b) any engine which has replaced that engine, title to which has, or should have, passed to Lessor in accordance with this Agreement, including, without limitation, any Replacement Engine,

and in each case includes all modules and Parts from time to time belonging to or installed in that engine but excludes any properly replaced engine title to which has, or should have, passed to Lessee pursuant to this Agreement;

**“Engine Equivalency Charge”** shall mean the Engine Equivalency Charge calculated pursuant to Part B of the Financial Terms Annex (*Redelivery Maintenance Payment*);

**“Engine LLP Equivalency Charge”** shall mean the Engine LLP Equivalency Charge, if any, calculated pursuant to Part B of the Financial Terms Annex (*Redelivery Maintenance Payment*);

**“Engine Major Module”** means, at any time, any of the major modules of an Engine and which are defined as Engine Major Modules in the Engine Manufacturer’s Maintenance Manual as in effect at that time;

**“Engine Manufacturer”** means CFMI International, Inc.;

**“Engine Major Module Performance Restoration”** means, in respect of an Engine Major Module of an Engine, an off-wing engine shop visit including performance restoration or full overhaul of that Engine Major Module [REDACTED]

**“Engine Performance Restoration”** means in respect of an Engine, the performance of off wing engine maintenance and repair accomplished for that Engine in accordance with the performance or higher workscope sections of the LMG, which results in such Engine having, at a minimum, [REDACTED]

**“Engine Warranties Assignment”** means the engine warranty and/or product support assignment entered into or to be entered into between Lessor and Lessee, and the related consent and agreement between Lessor, Lessee and the Engine Manufacturer, in respect of the Engines in the Agreed Form;

**“Equipment Change”** means any modification in or alteration and addition to the Aircraft;

**“Event of Default”** means any event or circumstance specified in Clause 19.1 (*Events*);

**“Excluded Country”** means any country to which the export and/or use of the Airframe Manufacturer’s aircraft is not permitted under any sanctions, orders or legislation from time to time promulgated by any of the United Nations, the European Union, the United States of America or any Government Entity of the State of Registration the effect of which prohibits or restricts the export and/or use of the Airframe Manufacturer’s aircraft to and from and within to such country;

**“Executive Order”** has the meaning given to it in Clause 22.18 (*Know Your Customer/OFAC Compliance*);

**“Expiry Date”** means the scheduled last day of the Base Lease Term or if a Renewal Lease Term is then in effect, the scheduled last day thereof, in each case as may be extended by an Operational Extension;

**“FAA”** means the Federal Aviation Administration of the United States of America and any successor thereof;

**“FAR”** means the Federal Aviation Regulations set forth in Title 14 of the United States Code of Federal Regulations;

**“Financial Terms Annex”** means Schedule 4, which contains financial terms that shall be redacted in the counterpart of this Agreement that is filed for recordation with any Aviation Authority or any other Government Entity;

**“Financing Documents”** means each present and/or future document which is from time to time related to any financing of the Aircraft (including for such purpose any mortgage or leasing arrangements whether or not constituting a financing and any documents ancillary thereto);

**“Financing Parties”** means any Person or Persons from time to time notified by Lessor to Lessee as providing financing to Lessor in respect of Lessor’s or Owner Participant’s acquisition, ownership or leasing of the Aircraft, whether by way of loan, head lease or otherwise and shall include the Financing Parties Representative;

**“Financing Parties Representative”** means the Person or Persons that from time to time represent the Financing Parties as agent, trustee, secured party, security trustee, or in another similar capacity, the identity of which Lessor from time to time notifies Lessee as being a Financing Parties Representative;

**“Fixed Rent”** has the meaning given to it in Clause 1 of Part A of the Financial Terms Annex

**“Fixed Rent Date”** means the first calendar day in each Fixed Rent Period; provided, however, that the first Fixed Rent Date shall be the Delivery Date;

**“Fixed Rent Period”** has the meaning given to it in Clause 5.1 (*Fixed Rent Periods*);

**“Flight Hour”** means each hour or part thereof (rounded to the nearest minute) elapsing from the moment at which the wheels of the Aircraft leave the ground on the take-off of the Aircraft until the wheels of the Aircraft touch the ground on the landing of the Aircraft following such take-off, or in the case of any Engine or Part installed on another aircraft means each hour or part thereof (rounded to the nearest minute) elapsing from the moment at which the wheels of that aircraft leave the ground on take-off of that aircraft until the wheels of that aircraft touch the ground on the landing of that aircraft following such take-off;

**“FM Rent”** has the meaning given to it in Clause 4.2.2(b);

**“Geneva Convention”** means the Convention on the International Recognition of Rights in Aircraft signed at Geneva, Switzerland on 19 June 1948, and amended from time to time;

**“Government Entity”** means:

- (a) any national government, political subdivision thereof, or local jurisdiction therein;
- (b) any instrumentality, board, commission, court, or agency of any thereof, however constituted;

- (c) any association, organization, or institution of which any of the above is a member or to whose jurisdiction any of the above is subject or in whose activities any of the above is a participant; and
- (d) to the extent that an airport, ground handling or air navigation service is not run or provided by an entity which falls within sub-paragraph (a) – (c) above, such relevant entity, body, corporate, organization or institution;

**“Gross Negligence”** means, in relation to an Indemnitee or Tax Indemnitee, gross negligence as determined under New York Law;

**“Grupo Aeromexico”** means Grupo Aeroméxico S.A.B. de C.V. and any entity of which Grupo Aeroméxico S.A.B. de C.V. owns directly or indirectly more than fifty per cent (50%) of the voting share capital;

**“Heavy Maintenance Check”** means a C Check, a Structural Check, an Engine Performance Restoration, APU Medium Repair Shop Visit, an Engine LLP replacement and a Landing Gear Overhaul;

**“IDERA”** means an irrevocable deregistration and export request authorization pursuant to and for the purposes of the Cape Town Convention;

**“Illegality Event”** has the meaning given to it in Clause 19.5(a);

**“Indemnitees”** means each of Lessor Parties, the Financing Parties and each of their respective shareholders, members, managers, partners, Affiliates, contractors, trustees, beneficiaries, directors, officers, servants, agents, representatives, employees, successors, assigns and transferees;

**“Installment Purchase Agreement”** means the Installment Purchase Agreement dated as of August 29, 2017 among, among others, Caballero Aguila Aircraft Holdings Limited, as seller, and Lessor, as purchaser, with respect to all five of the Companion Aircraft as amended by the Installment Purchase Agreement Amendment dated as of the date hereof among, among others, Caballero Aguila Aircraft Holdings Limited, as seller, and Lessor, as purchaser;

**“Insurances”** means insurances and any reinsurances in respect of the Aircraft described in and complying with the requirements of Clause 15 (*Insurance*) and Schedule 5 (*Insurance Requirements*);

**“International Interest”** has the meaning given to such term in the Consolidated Text;

**“International Registry”** has the meaning given to such term in the Consolidated Text;

**“Landing Gear”** means the complete strut assembly, consisting of the inner and outer cylinders of each main landing gear and nose landing gear and all associated parts that comprise each landing gear assembly, as listed in the Aircraft Documents including side struts, braces, and uplock and downlock mechanisms but excluding, without limitation, rotatable parts such as wheels, tires, brakes, transducers and switch assemblies, title to which is vested in Lessor;

**“Landing Gear Equivalency Charge”** shall mean the Landing Gear Equivalency Charge, if any, calculated pursuant to Part B of the Financial Terms Annex (*Redelivery Maintenance Payment*);

**“Landing Gear Overhaul”** means an overhaul of a Landing Gear assembly in accordance with the Landing Gear Manufacturer’s repair manual that restores such Landing Gear to a “zero time since overhaul” condition in accordance with the Landing Gear Manufacturer’s repair manual and is performed in accordance with the Landing Gear Manufacturer’s overhaul specifications and operating criteria (excluding any rotatable components such as wheels, tires, brakes and consumable items);

**“Law”** includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, request or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of Persons to whom the directive, regulation, request or requirement is addressed);

**“LC Renewal Date”** has the meaning given to it in Clause 6.5(c) (*Letter of Credit*);

**“Lease Supplement”** means the Lease Supplement No. 1 to be entered into between Lessee and Lessor on the Delivery Date.

**“Lessee Conditions Precedent”** means the Conditions Precedent to be satisfied by Lessee, listed at Clause 1 of Schedule 3 (*Conditions Precedent*);

**“Lessor Conditions Precedent”** means the Conditions Precedent to be satisfied by Lessor, listed at Clause 3 of Schedule 3 (*Conditions Precedent*);

**“Lessor Lien”** means:

- (a) any Security Interest in respect of the Aircraft from time to time created by, through or under any Lessor Party or any Affiliate of any Lessor Party in connection with the financing of the Aircraft;
- (b) any other Security Interest in respect of the Aircraft which results from (x) acts of or claims against any Lessor Party, any Affiliate of any Lessor Party, any Financing Party or any Affiliate of any Financing Party not related to the transactions contemplated by or permitted under this Agreement or the other Operative Documents, or (y) any indebtedness, liability or other obligation arising by, through or under any Lessor Party, any Affiliate of any Lessor Party, any Financing Party or any Affiliate of any Financing Party that is not the subject of any Lessee’s indemnity, payment or reimbursement obligation under this Agreement; and
- (c) any Security Interest in respect of the Aircraft for Lessor Taxes;

**“Lessor Party”** means each of Lessor, Trust Company and Owner Participant;

**“Lessor Taxes”** means Taxes specified in Clause 20.3(b) (*Tax Indemnity*);

**“Letter of Credit”** means a letter of credit provided pursuant to and in accordance with Clause 6.4 (*Provision of Letter of Credit*);

**“Life Limited Part”** or **“LLP”** means any Part that has a pre-determined life limit as mandated by Manufacturer, the Aviation Authority, the FAA or EASA which requires any such Part to be discarded upon reaching such life limit;

**“Loss”** means any loss, liability, action, claim, proceeding, judgment, penalty, fine, damages, fee, cost or expense (including legal fees and expenses, including legal fees and expenses incurred to enforce any applicable indemnity);

**“Maintenance Program”** has the meaning given to it in Clause 11.5 (*Maintenance Program*);

**“Mandatory Orders”** means all and any Aviation Authority and FAA mandatory orders and Regulations applicable to the Aircraft, any Engine or any Part;

**“Manufacturer”** means, in relation to the Airframe, the Airframe Manufacturer or, in relation to the Engines, the Engine Manufacturer or in relation to any Part, the manufacturer of that Part;

[**“Manufacturer’s Consent, Agreement and Release”** means the manufacturer’s consent, agreement and release dated on or about the date hereof, executed by the Airframe Manufacturer in respect of the Purchase Agreement Assignment, as amended from time to time;]

**“Manufacturer’s Maintenance Manual”** means the individual manuals or maintenance data sets published by the Aircraft, Engine and Parts Manufacturer (as the case may be);

**“Manufacturer’s Maintenance Planning Document”** or **“MPD”** means the planning document relating to recommended maintenance of the Aircraft issued by Manufacturer, including the airworthiness limitation section, as the same may from time to time be amended, modified or supplemented;

**“Maximum Deductible Amount”** has the meaning provided in Part A of the Financial Terms Annex;

**“Mexico”** means the United Mexican States;

**“Minimum Liability Coverage”** has the meaning provided in Part A of the Financial Terms Annex;

**“OEM”** means in relation to any Part or part the original equipment manufacturer or the original type certification bidder of such Part or part;

**“OFAC”** has the meaning given to it in Clause 22.18 (*Know Your Customer/OFAC Compliance*);

**“OP Transferee”** has the meaning given to it in Clause 21.2(c);

**“Operational Extension”** has the meaning set forth in Clause 4.2.1(a) (*Renewal Notice*);

**“Operative Documents”** means (a) this Agreement, [ the Acceptance Certificate, the Installment Purchase Agreement, the Bill of Sale, any Renewal Notice, the Airframe Warranty Assignment, the Engine Warranties Assignment, the Purchase Agreement Assignment and Manufacturer’s Consent, Agreement and Release, any IDERA issued pursuant to the terms hereof, the Owner

Participant Letter and the Deregistration Power of Attorney]<sup>2</sup>, the Financing Documents and the Trust Agreement, together with (b) any schedules, documents, notices or certificates from time to time executed or issued by Lessee pursuant hereto or thereto and (c) any side letters, supplements, amendments or modifications to any of the foregoing from time to time executed or agreed to by Lessee which (other than in the case of amendments to Operative Documents, which shall automatically be Operative Documents), are agreed in writing by Lessor and Lessee to be Operative Documents for the purposes of this Agreement;<sup>3</sup>

**“Other Aircraft”** has the meaning given to it in Clause 12.5(a);

**“Owner Participant”** means JSA International U.S. Holdings, LLC, a Delaware limited liability company;

**“Owner Participant Letter”** means a letter agreement executed by Owner Participant in the form attached hereto as Schedule 12;

**“Paid Amount”** has the meaning given to it in Clause 6.5(h) (*Letter of Credit*);

**“Part”** means, whether or not for the time being installed on the Aircraft:

- (a) any component, furnishing or equipment (other than a complete Engine) furnished with the Aircraft on the Delivery Date; and
- (b) any other component, furnishing or equipment (other than a complete Engine) title to which has, or should have, passed to Lessor pursuant to this Agreement;

but excludes any such items title to which has, or should have, passed to Lessee pursuant to this Agreement. For the avoidance of doubt, Part includes the APU;

**“Patriot Act”** has the meaning given to it in Clause 22.18 (*Know Your Customer/OFAC Compliance*);

**“Permitted Lien”** means:

- (a) any lien for Taxes not assessed or, if assessed, not yet due and payable, or being contested in good faith by appropriate proceedings; or
- (b) any lien of a repairer, mechanic, carrier, hangarkeeper, airport, air navigation authority or other similar lien arising in the ordinary course of business by operation of law in respect of obligations which are not overdue or are being contested in good faith by appropriate proceedings; or
- (c) any Lessor Lien; or
- (d) any lien arising out of any judgment or award against Lessee provided such judgment or award is discharged, vacated or the execution thereof stayed pending appeal within thirty (30) days of the date of entry thereof and so long as during any such period such judgment or award does not involve any material risk of the sale, forfeiture or other loss

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<sup>2</sup> To be updated

<sup>3</sup> Revise to reflect documentation

of the Aircraft or any risk of criminal or material civil liability against Lessor or any other Indemnitees;

- (e) any lien arising from the Operative Documents; and
- (f) any rights of a Permitted Sublessee under a sublease or a Person participating in a pooling arrangement contemplated by Clause 10.4;

but only if (in the case of both (a) and (b)) (i) adequate reserves have been taken by Lessee for the payment of such Taxes or obligations; and (ii) such proceedings, or the continued existence of such lien, do not give rise to any material risk of the sale, forfeiture or other loss of the Aircraft or any interest therein or any material risk of criminal liability or material civil liability against Lessor or any other Indemnitee;

**“Permitted Sublessee”** means a sublessee permitted pursuant to the terms of Clause 10.3 (*Subleasing*);

**“Person”** means any individual, firm, partnership, joint venture, trust, corporation, Government Entity, corporate or business association, committee, department, authority or any other entity, incorporated or unincorporated, whether having distinct legal personality or not, or any member of the same and Persons shall be construed accordingly;

**“Pool Aircraft”** has the meaning given to it in Clause 10.4(a)(ii)(A);

**“Post-Delivery Authorizations and Filings”** means the authorizations, registrations, documents, filings and other items to be delivered or provided by Lessee after the Delivery Date pursuant to Clause 5 of Schedule 3 (*Conditions Precedent and Post-Closing Matters*);

**“Pre-Approved Sublessee”** means any airline or air operator from time to time listed on Schedule 14 which may be amended from time to time pursuant to Clause 10.3(n) and any Affiliate of any such airline or air operator which is itself an airline or air operator;

**“Pre-Delivery Authorizations and Filings”** means each of the following:

- (a) evidence that a Uniform Commercial Code filing has been made with respect to this Agreement and the Security Deposit referenced herein and such other authorizations, filings, registrations and other like action to be made with or obtained from any Government Entity as Lessor may reasonably request; and

export documentation issued by the FAA with respect to the Aircraft, as may be required by applicable Law;

**“Prior Lease”** has the meaning given to it in Clause 2 (*Agreement to Lease*);

**“Prior MSN”** has the meaning given to it in Clause 2 (*Agreement to Lease*);

**“Protocol”** means the Protocol to the Convention on Matters Specific to Aircraft Equipment, signed in Cape Town, South Africa on 16 November 2001;

["**Purchase Agreement Assignment**" means the purchase agreement assignment dated on or about the date hereof between Caballero Aguila Aircraft Holdings Limited, as assignor and Lessee as assignee in respect of the Aircraft, as amended from time to time;]

"**RAM**" means the Mexican Aeronautical Registry (*Registro Aeronáutico Mexicano*) or any other Mexican Government Entity succeeding to its functions;

"**Redelivery Acceptance Certificate**" means a redelivery acceptance certificate to be executed and delivered by the parties at redelivery of the Aircraft to Lessor substantially in the form appearing at Schedule 15;

"**Redelivery Check**" means Lessee's next due block "C" check in accordance with the Maintenance Program during the Term and the revision of the MPD in effect six months prior to the Expiry Date, and includes all inspections, checks and work up to and including those required every [REDACTED];

"**Redelivery Conditions**" means the condition set forth in Schedule 8 (*Redelivery Conditions*);

"**Redelivery Date**" means the date on which the Aircraft is redelivered by Lessee to Lessor in accordance with the terms of this Agreement;

"**Redelivery Location**" means a maintenance or storage facility in Mexico selected by Lessee or such other location as may be agreed by Lessor and Lessee;

"**Redelivery Maintenance Payment**" has the meaning set forth in Part B of the Financial Terms Annex;

"**Regulation**" means any Law or regulation (including any internal corporate regulation), official directive or recommendation, requirement or contractual undertaking which applies to Lessee or the Aircraft;

"**Removed Engine**" means any Engine not installed on the Airframe so long as title thereto remains vested in Lessor in accordance with the terms of this Agreement;

"**Removed Part**" means any Part not installed on the Aircraft so long as title thereto remains vested in Lessor in accordance with the terms of this Agreement;

"**Renewal Lease Term**" means, if applicable, any renewal of the Term pursuant to Clause 4.2 (*Renewal Option*) for a period of twelve (12), twenty-four (24) or thirty-six (36) months duration;

"**Renewal Notice**" a notice substantially in the form of Schedule 10 delivered by Lessee to Lessor pursuant to Clause 4.2.1 (*Renewal Notice*);

"**Rent**" means the Fixed Rent;

[REDACTED]

"**Required Redelivery Date**" means the Termination Date (other than a Termination Date of the type described in Clause 4.1(b)) without regard to any extension of the Term pursuant to Clause 18.2 (*Non-Compliance*);



“**Sales Taxes**” means sales, use, rental, value added, goods and services and similar Taxes;

“**Scheduled Delivery Date**” means [\_\_\_\_\_];

“**SD Difference**” has the meaning given to it in Clause 4.2.2(c);

“**Security Deposit**” means the amount provided in Part A of the Financial Terms Annex;

“**Security Interest**” means any mortgage, charge, pledge, lien, encumbrance, assignment, lease, sublease, hypothecation, right of set-off or any other agreement or arrangement having the effect of conferring security or creating an encumbrance;

“**Seller**” means [\_\_\_\_\_];

“**State of Incorporation**” means Mexico;

“**State of Manufacture**” means the United States of America;

“**State of Registration**” means Mexico or any other country in which the Aircraft is from time to time registered in accordance with Clause 9.5 (*Registration and Protection*);

“**Structural Check Equivalency Charge**” shall mean the Structural Check Equivalency Charge, if any, calculated pursuant to Part B of the Financial Terms Annex (*Redelivery Maintenance Payment*);

“**Structural Checks**” means, with respect to the Airframe, a Structural Check, and shall be construed to imply either the 9 Year SC or the 15 Year SC (or the equivalent Structural Check if such 9 Year SCs and 15 Year SCs are no longer applicable), where:

- (a) “**9 Year SC**” means a structural, zonal and systems inspection of the Aircraft (and resulting repairs, if any) which accomplishes all tasks having an interval of nine (9) years as per the current revision of the Maintenance Program and such additional major structural, zonal and systems tasks performed concurrently therewith as may then be due based upon the performance intervals set out in the then-current revision of the Maintenance Program or if the Maintenance Program has been revised in respect of such Structural Check, an inspection which Lessor agrees in writing is equivalent in scope and content to the foregoing in accordance with the then-current revision of the Maintenance Program; and
- (b) “**15 Year SC**” means a structural, zonal and systems inspection of the Aircraft (and resulting repairs, if any) which accomplishes all tasks having an interval of fifteen (15) years as per the current revision of the Maintenance Program and such additional major structural, zonal and systems tasks performed concurrently therewith as may then be due based upon the performance intervals set out in the then-current revision of the Maintenance Program or if the Maintenance Program has been revised in respect of such Structural Check, an inspection which Lessor agrees in writing is equivalent in scope and content to the foregoing in accordance with the then-current revision of the Maintenance Program;

**“Subsidiary”** means, in reference to any Person:

- (a) in relation to any reference to accounts, any company whose accounts are consolidated with the accounts of such Person in accordance with accounting principles generally accepted under accounting standards of such Person’s jurisdiction of organization; and
- (b) for any other purpose, an entity from time to time over which such Person has direct or indirect control and owns directly or indirectly more than 50 per cent of the voting share capital of such entity or of which it has the ability directly or indirectly to appoint or remove more than 50 per cent of the directors with voting rights or officers of such entity or of which it has the ability to give effective directions with respect to and control the management and operational and financial policies and decisions of such entity which the directors or other equivalent officers of such entity are obliged to comply;

**“Surviving Entity”** has the meaning given to it in Clause 9.7(b);

**“Tax Claim”** has the meaning given to it in Clause 20.8 (*Notification*);

**“Tax Indemnatee”** means each of the following: (i) Lessor, (ii) Owner Participant, (iii) the Trust Estate, and (iv) each successor and permitted assign of any of the persons described in clauses (i), (ii) and (iii) hereof;

**“Taxes”** means all present and future taxes, levies, imposts, duties or charges of any nature whatsoever, and wheresoever imposed, including (without limitation) value added tax or any similar tax and any franchise, transfer, sales, use, business, occupation, excise, personal property, real property, stamp, gross income, personal property, fuel, leasing, occupational, turnover, excess profits, excise, gross receipts, franchise, registration, license, corporation, capital gains, export/import, income, levies, imposts, withholdings or other taxes or duties of any nature whatsoever (or any other amount corresponding to any of the foregoing) now or hereafter imposed, levied, collected, withheld or assessed by any national or regional taxing or fiscal authority or agency, together with any penalties, additions to tax, fines or interest thereon, and Tax and Taxation shall be construed accordingly;

**“Term”** means the period commencing on the Delivery Date and ending on the Termination Date and shall include the Base Lease Term and, if applicable, any Renewal Lease Term or Operational Extension;

**“Termination Date”** means the date determined in accordance with Clause 4.1 (*Expiry Date*);

**“Total Loss”** means, with respect to the Aircraft (including for the purposes of this definition the Airframe) or an Engine:

- (a) the actual, constructive, compromised, arranged or agreed total loss of the Aircraft or any Engine (including any damage to the Aircraft or any Engine or requisition for use or hire which results in an insurance settlement on the basis of a total loss); or
- (b) the Aircraft or any Engine being destroyed, damaged beyond economic repair or permanently rendered unfit for normal use for any reason whatsoever; or

- (c) the requisition of title, confiscation, forfeiture or other compulsory acquisition of title for any reason of the Aircraft or any Engine by the government of the State of Registration or any other authority (whether de jure or de facto); or
- (d) the hi-jacking, theft, disappearance, seizure (other than any seizure resulting from a breach by Lessor of its covenant of quiet enjoyment set forth in Clause 8.1) or requisition for use or hire of the Aircraft or any Engine which deprives any Person permitted by this Agreement to have possession and/or use of the Aircraft of its possession and/or use for more than ninety (90) consecutive days or one hundred eighty (180) days beyond the scheduled Expiry Date in the case of requisition for use or hire by the government of the State of Registration;

**“Total Loss Date”** means with respect to the Aircraft (including for the purposes of this definition, the Airframe) or an Engine:

- (a) in the case of an actual total loss or destruction, damage beyond economic repair of the Aircraft or any Engine, or the Aircraft or an Engine being rendered permanently unfit, the date on which such loss, destruction, damage or rendition occurs (or, if the date of loss or destruction is not known, the date on which the Aircraft or Engine was last heard of);
- (b) in the case of a constructive, compromised, arranged or agreed total loss of the Aircraft or any Engine, whichever shall be the earlier of (i) the date being one hundred eighty (180) days after the date on which notice claiming such total loss is issued to the insurers or brokers, and (ii) the date on which such loss is agreed or compromised by the insurers;
- (c) in the case of requisition for title, confiscation, forfeiture or other compulsory acquisition or similar event of the Aircraft or any Engine by the government of the State of Registration or any other authority, the date on which the same takes effect; or
- (d) in the case of hi-jacking, theft, disappearance, seizure or requisition for use or hire of the Aircraft or any Engine, the earlier of (i) the last day of the period referred to in clause (d) of the definition of Total Loss and (ii) the date on which the insurers make payment on the basis of a Total Loss;

**“Transferee”** has the meaning given to it in Clause 21.2(b);

**“Transition Date”** has the meaning given to it in Clause 5.1(b);

**“Trust Agreement”** means the Trust Agreement between Trust Company and Owner Participant in respect of the Aircraft;

**“Trust Company”** means Bank of Utah, a national banking association, in its individual capacity;

**“Trust Estate”** has the meaning set out in the Trust Agreement;

**“UCC”** means the Uniform Commercial Code as enacted in the State of New York or, if the laws of another state of the United States of America so provide, as enacted in such state; and

**“VAT”** has the meaning given to it in Clause 20.5 (*Value Added Tax*).

## 2. Construction and Usage

- (i) References in this Agreement to:
  - (a) any statutory or other legislative provision shall be construed as including any statutory or legislative modification or re-enactment thereof, or any provision enacted in substitution therefor;
  - (b) “Lessor”, “Owner Participant” or “Lessee” includes any assignee or successor in title to Lessor, Owner Participant or Lessee respectively (subject to the provisions of Clause 21 (*Assignment and Transfer*));
  - (c) any deed, agreement or instrument shall include any such deed, agreement or instrument as may from time to time be amended, supplemented or substituted;
  - (d) an “agreement” also includes a concession, contract, deed, franchise, license, treaty or undertaking (in each case, whether oral or written);
  - (e) the “assets” of any Person shall be construed as a reference to the whole or any part of its business, undertaking, property, assets and revenues (including any right to receive revenues);
  - (f) “month” is a reference to a period which starts on one day in a calendar month and ends on the day immediately preceding the numerically corresponding day in the next calendar month, except that if there is no numerically corresponding day in that next month it shall end on the last day of that next month (and references to “months” shall be construed accordingly); and
  - (g) “includes,” “including”, “include” or similar terms shall not be construed as limiting and shall mean “including, without limitation”.
- (ii) Headings are for ease of reference only.
- (iii) Where the context so admits, words importing the singular number only shall include the plural and vice versa, and words importing neuter gender shall include the masculine or feminine gender.

## SCHEDULE 2 REPRESENTATIONS AND WARRANTIES

### 1. Lessee's Representations and Warranties

Lessee represents and warrants to Lessor and Owner Participant on the date of execution of this Agreement and at Delivery on the Delivery date, in each case by reference to the facts and circumstances existing on such date that:

- (i) **Status:** Lessee is a limited liability stock corporation of variable capital (*sociedad anónima de capital variable*) duly constituted and validly existing under the laws of the State of Incorporation;
- (ii) **Power and Authority:** subject to approval by the Bankruptcy Court of the transactions contemplated by this Agreement, (i) Lessee has the company power and authority to carry on its business as presently being conducted and to enter into and perform its obligations under this Agreement and each other Operative Document to which Lessee is a party, (ii) Lessee has taken all necessary company action to authorize the entry into, performance and delivery of, this Agreement and each other Operative Document to which Lessee is a party, and (iii) this Agreement and each other Operative Document to which Lessee is a party has been (or on or before the Delivery Date will be) duly executed and delivered by Lessee;
- (iii) **Legal validity:** subject to approval by the Bankruptcy Court of the transactions contemplated by this Agreement, this Agreement and each other Operative Document to which Lessee is a party constitutes (or when executed and delivered will constitute) legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with its terms, except insofar as enforceability may be limited by (i) applicable bankruptcy and/or similar laws affecting creditors' rights generally, or (ii) general principles of equity;
- (iv) **Non-conflict:** the entry into and performance by Lessee of, and the transactions contemplated by, this Agreement and each other Operative Document to which Lessee is a party do not: (i) conflict with any Laws or Regulations applicable to Lessee; or (ii) conflict with the organizational documents of Lessee; or (iii) conflict with or result in default under any document which is binding upon Lessee or any of its assets nor result in the creation of any Security Interest over any of its assets (other than as contemplated hereby and thereby);
- (v) **Licenses and permits:** Lessee holds all material licenses, certificates, permits and approvals necessary for the conduct of its business and the performance of its obligations under this Agreement and each other Operative Document to which Lessee is a party;
- (vi) **Approvals and Consents:** subject to approval by the Bankruptcy Court of the transactions contemplated by this Agreement, all Pre-Delivery Authorizations and Filings and all other authorizations, approvals, consents and notifications required by Lessee in connection with the entry into, performance, validity and enforceability of, this Agreement and each other Operative Document to which Lessee is a party and the transactions contemplated by this Agreement and each other Operative Document to which Lessee is a party, have been (or will on or before the Delivery Date have been) obtained or effected (as appropriate) and are (or will on their being obtained or effected be) in full force and effect;

- (vii) **Registrations and Filings:** except for the Post-Delivery Authorizations and Filings, no filing or recording of any instrument or document is necessary under the laws of the State of Incorporation or the State of Registration in order to ensure the validity, effectiveness and enforceability of this Agreement or to establish, perfect or protect the rights and interests of Lessor in the Aircraft and this Agreement against Lessee;
- (viii) **Excluded Countries:** Lessee does not hold a contract or other obligation to operate the Aircraft to or from any country which is an Excluded Country unless applicable consents, exemptions or licenses have been obtained or apply in respect of such contracts, obligations or operations;
- (ix) **No Litigation:** except as related to the Bankruptcy Cases, no litigation, arbitration or administrative proceedings are pending or, to Lessee's knowledge, threatened before any court or administrative agency against Lessee which, could reasonably be expected to have a material adverse effect upon Lessee's ability to perform its obligations under this Agreement or any other Operative Document;
- (x) **No Event of Default:** other than in respect of any Event of Default as it relates to (1) the period of time before the Bankruptcy Cases or (2) the filing or continuance of the Bankruptcy Cases, no Event of Default has occurred and is continuing or will result from the entry into or performance of this Agreement by Lessee;
- (xi) **Pari Passu:** the obligations of Lessee under this Agreement or any other Operative Document are direct, general and unconditional obligations and rank at least *pari passu* with all other present and future unsecured and unsubordinated obligations (including contingent obligations) of Lessee, with the exception of such obligations as are mandatorily preferred by Law and not by virtue of any contract; and
- (xii) **No Immunity:** Lessee is subject to civil commercial law with respect to its obligations under this Agreement and each other Operative Document, neither Lessee nor any of its assets are entitled to any right of immunity and the entry into and performance of this Agreement or any other Operative Document by Lessee constitute private and commercial acts.

## 2. Lessor's and Trust Company's Representation and Warranties

Each of Lessor and the Trust Company (but, in respect of the Trust Company, only as provided in clauses (i) - (vi) below) represents and warrants to Lessee on the date of execution of this Agreement and on the Delivery Date in each case by reference to the facts and circumstances existing on such date that:

- (i) **Status:** (i) The Trust Company is a trust company duly organized and validly existing under the laws of the State of Delaware and is in good standing under the laws of the United States of America and each of the Trust Company and the Trust is a tax resident of the United States of America for purposes of the United States-Mexico Tax Treaty, and (ii) Lessor is a statutory trust organized under and subject to the laws of the State of Delaware;
- (ii) **Power and Authority:** (i) each of the Trust Company and Lessor has the power and authority to carry on its business as presently being conducted and to enter into and perform its obligations under the Trust Agreement, this Agreement, and each of other

Operative Document to which it is a party, (ii) the Trust Company has taken all necessary corporate action to authorize the entry into, the delivery of, and the performance by it and the Lessor of the Trust Agreement, this Agreement and each other Operative Document to which it or Lessor is a party, and (iii) the Trust Agreement, this Agreement and each other Operative Document to which the Trust Company or Lessor is a party has been (or will be on or before the Delivery Date) duly executed and delivered by the Trust Company in its individual capacity or as Lessor, as applicable

- (iii) **Legal Validity:** the Trust Agreement, this Agreement and each other Operative Document to which the Trust Company or Lessor is a party constitutes (or when executed and delivered will constitute) its valid, legal and binding obligation enforceable against it in accordance with its terms except insofar as enforceability may be limited by (i) applicable bankruptcy and similar laws afflicting creditors' rights generally or (ii) general principles of equity;
- (iv) **Non-conflict:** the entry into and performance by each of the Trust Company and Lessor of, and the transactions contemplated by, the Trust Agreement, this Agreement, each other Operative Document to which it is a party, does not and will not: (i) conflict with any Laws or Regulations applicable to the Trust Company or Lessor; or (ii) conflict with the constitutional documents of the Trust Company or Lessor; or (iii) conflict with or result in default under any document which is binding upon the Trust Company or Lessor or any of the Trust Company's or Lessor's assets; or (iv) result in the creation of any Security Interest over any of the Trust Company's or Lessor's assets other than Lessor Liens in favor of the Financing Parties Representative;
- (v) **Approvals and Consents:** no consent, approval, order or authorization of, or giving of notice to, or registration with, or taking of any other action in respect of any state or local governmental authority or agency or any United States federal governmental authority or agency regulating the trust powers of the Trust Company in its individual capacity is required for the execution and delivery of or the carrying out by, the Trust Company, in its individual capacity or as Lessor, as the case may be, of any of the transactions contemplated hereby or by the Trust Agreement, this Agreement or any other Operative Document to which the Trust Company or Lessor is a party, other than any such consent, approval, order, authorization registration, notice or action as has been duly obtained, given or taken;
- (vi) **No Litigation:** no litigation, arbitration or administration proceedings are pending or to Lessor's knowledge or in the case of the Trust Company, to Trust Company's knowledge, threatened before any court or administrative agency against Lessor or the Trust Company which could reasonably be expected to have a material adverse effect upon Lessor's or the Trust Company's ability to perform its respective obligations under the Trust Agreement, this Agreement or any other Operative Document; and
- (vii) **Title:** Lessor will, on the Delivery Date, have such right, title and interest in the Aircraft as was conveyed to it by the Manufacturer under the Bill of Sale, free of all Security Interests arising by, through or under any Lessor Party other than Lessor Liens in favor of the Financing Parties Representative.

**3. Survival**

The representations and warranties pursuant to Clauses 1 and 2 of this Schedule 2 (*Representations and Warranties*) shall survive the execution of this Agreement.



**SCHEDULE 3**  
**CONDITIONS PRECEDENT AND POST-CLOSING MATTERS**

**Conditions Precedent to be satisfied by Lessee**

1. Lessor's obligations to lease the Aircraft to Lessee on the terms and conditions set forth herein is subject to the satisfaction of the Conditions Precedent set out in Clause 1 of this Schedule 3 (the "**Lessee Conditions Precedent**"). All documents delivered to Lessor pursuant to Clause 1 of this Schedule 3 will be at Lessee's cost and in English.
  - (a) On or before the Delivery Date, Lessee shall provide the following each in full force as of the Delivery Date and each in form and substance satisfactory to Lessor and Owner Participant (acting reasonably):
    - (i) **Corporate Documents:** a copy of the following items of Lessee: (a) the organizational documents of Lessee, (b) an abstract of the resolutions of the board of directors of Lessee or other written evidence of appropriate corporate action authorizing the execution, delivery and performance of this Agreement and the leasing of the Aircraft thereunder and appointing a specified Person or Persons to execute each Operative Document to which Lessee is a party on its behalf and (c) a specimen of the signature of each Person authorized to execute this Agreement on behalf of Lessee;
    - (ii) **Officer's Certificate:** a certificate of an officer or director of Lessee certifying that on the Delivery Date: (a) the documents provided in Clause 1(a)(i) are true and complete copies of such items and have not be modified or amended and are in full force and effect; (b) no Event of Default has occurred or would be caused by the leasing of the Aircraft to Lessee pursuant to this Agreement; and (c) all of the representations and warranties of Lessee under the Operative Documents that are entered into on the Delivery Date are true and correct;
    - (iii) **Bankruptcy Court Order:** an order entered by the Bankruptcy Court authorizing Lessee's entry into the transactions contemplated under this Agreement;
    - (iv) [REDACTED]
    - (v) **Approvals and Consents:** evidence of the issue of each authorization, approval, consent and notification other than the Post-Delivery Authorizations and Filings which may be required in relation to, or in connection with the performance by Lessee of any of its obligations hereunder or under the other Operative Documents to which it is a party or, if no such approvals are required, a statement to that effect included in the legal opinion described in Clause 1(a)(iv) of this Schedule;
    - (vi) **Operative Documents:** Lessor shall have received copies of this Agreement and the other Operative Documents to which Lessee is a party, in each case, duly executed by Lessee;

- (vii) **Licenses:** copies of Lessee's air transport license (*concesion*), air operator's certificate, and all other licenses, certificates and permits required by Lessee in relation to, or in connection with, the operation of the Aircraft;
  - (viii) **Insurance:** a certificate of insurance and, if applicable, reinsurance evidencing the due compliance by Lessee with the insurances required to be maintained pursuant to this Agreement together with a broker's letter of undertaking;
  - (x) **Payments:** all sums due to Lessor under this Agreement on or before the Delivery Date;
  - (xi) **International Registry:** evidence in a "priority search certificate" from the International Registry that there are no International Interests, prospective International Interests or other interests registered in the International Registry in relation to the Airframe or any Engine, other than those arising under the transactions contemplated by the Operative Documents or in respect of Lessor Liens or prospective Lessor Liens;
  - (xii) **UCC:** an agreed form UCC Form 1 financing statement with respect to this Agreement in a form acceptable to Lessor and Owner Participant for filing in Washington, D.C.;
  - (xiii) **Acceptance Certificate:** the Acceptance Certificate, dated and fully completed, and executed by Lessee;
  - (xiv) **Registration:** a copy of the certificate of registration and evidence of filing from FAA counsel of this Agreement and the Lease Supplement with the FAA; and
  - (xv) **Maintenance Program:** a copy of the preamble and matrix of the Maintenance Program.
2. **Waiver:** Each of the Conditions Precedent set out in Clause 1 of this Schedule 3 is for the sole benefit of Lessor and may be waived or deferred by Lessor in whole or in part with or without conditions.
3. **Conditions Precedent to be Satisfied by Lessor:** Lessee's obligations to accept the Aircraft from Lessor on the terms and conditions set forth herein is subject to the satisfaction of the Conditions Precedent set out in this Clause 3 to this Schedule 3 (the "**Lessor Conditions Precedent**"). All documents delivered to Lessee pursuant to this Clause 3 of this Schedule 3 will be at Lessor's cost and in English.
- (a) On or before the Delivery Date, Lessor shall provide the following each in full force as of the Delivery Date and each in form and substance satisfactory to Lessee (acting reasonably):
- (i) **Corporate Documents:** (1) a copy of (x) the organizational documents of the Trust Company, (y) an abstract of the resolutions of the board of directors of the Trust Company which may be standing resolutions sufficient to authorize officers or others to execute and deliver the Operative Documents entered into as of the Delivery Date to which the Trust Company is a party on behalf of the Trust Company and this Agreement and each other Operative Document entered into as of the Delivery Date to which Lessor is a party on behalf of Lessor and (z) a

specimen of the signature of each Person authorized to execute the Agreement and each other Operative Document entered into as of the Delivery Date on behalf of the Trust Company and Lessor; and (2) a copy of (x) the organizational documents of Owner Participant, (y) an abstract of the resolutions of the board of directors of Owner Participant or other written evidence of appropriate corporate action authorizing the execution, delivery and performance of the Operative Documents entered into as of the Delivery Date to which Owner Participant is party and appointing a specified Person or Persons to execute the same on their behalf, and (z) a specimen of the signature of each Person authorized to execute the Operative Documents entered into as of the Delivery Date on behalf of the Owner Participant;

- (ii) **Officer's Certificate:** (i) a certificate of an officer or director of the Trust Company certifying that on the Delivery Date: (a) the documents provided in Clause 3(a)(i)(1) by the Trust Company are true and complete copies of such items and have not be modified or amended and are in full force and effect; and (b) all of the representations and warranties of the Trust Company in the Operative Documents entered into as of the Delivery Date are true and correct, and (ii) a certificate of an officer or director of the Owner Participant certifying that on the Delivery Date: (a) the documents provided in Clause 3(a)(i)(2) are true and complete copies of such items and have not be modified or amended and are in full force and effect; and (b) all of the representations and warranties of Owner Participant in the Operative Documents entered into as of the Delivery Date are true and correct;
- (iii) **Approvals and Consents:** evidence of the issue of each authorization, approval, consent and notification other than the Post-Delivery Authorizations and Filings which may be required in relation to, or in connection with the performance by Trust Company, Lessor and Owner Participant of any of their obligations hereunder or any Operative Document (if any);
- (iv) [REDACTED]
- (v) **Operative Documents.** Lessee shall have received: (i) a copy of this Agreement duly executed by Lessor, (ii) a copy of the Owner Participant Letter duly executed by the Owner Participant, (iii) a copy of the Trust Agreement duly executed by the Trust Company and the Owner Participant, and (iv) copies of the other Operative Documents duly executed by the parties thereto (other than Lessee).

4. **Waiver:** Each of the Conditions Precedent set out in Clause 3 of this Schedule 3 is for the sole benefit of Lessee and may be waived or deferred by Lessee in whole or in part with or without conditions.

5. **Post-Closing Matters:** Lessee shall:

- (a) within [REDACTED] after the later of: Delivery Date, and receipt by Lessee of necessary documents from Lessor, (i) a ratified and apostilled copy of this Agreement (in addition to the original and ratified set to the filed), and, (ii) evidence to Lessor of the filing of this Agreement with the AFAC;

- (b) within [REDACTED] of the Aircraft first being located within Mexico, an import license or certificate with respect to the Aircraft, duly authorized and issued to Lessee by the appropriate Government Entity together with any other documents Lessee may need to import the Aircraft into Mexico;
- (c) within [REDACTED] after the Delivery Date, provide to Lessor a certified translation of this Agreement and the Bill of Sale;
- (d) within [REDACTED] after the Delivery Date, provide to Lessor the Deregistration Power of Attorney, granted before a Mexican notary public in favor of Lessor;
- (e) within [REDACTED] of delivery of the permanent certificate of registration in accordance with Clause 5(f) of Schedule 3, a copy of the official letter(s) granting registration issued by the AFAC with respect of the Aircraft and approving the recordation of this Agreement with the RAM;
- (f) within [REDACTED] of the Delivery Date, provide to Lessor a copy of the definitive certificate of airworthiness (*certificado de aeronavegabilidad estándar*) issued by the AFAC in respect of the Aircraft;
- (g) as soon as reasonably practicable and in any event not later than [REDACTED] after the Delivery Date effect the discharges and registrations relating to the Aircraft with the International Registry in accordance with Clause 9.5 (*Registrations and Protections*) and a copy of the priority search certificates of the International Registry in respect of the Airframe and each Engine evidencing such registrations;
- (h) within [REDACTED] of the Delivery Date, a confirmation memo by FAA counsel evidencing recordation of this Agreement and the Lease Supplement with the FAA;
- (i) within [REDACTED] of the Delivery Date, evidence of the filed UCC Form 1 financing statement with respect to this Agreement; and
- (j) within [REDACTED] of the Delivery Date, Lessee shall have affixed fireproof plates in accordance with Clause 9.6(a).

**SCHEDULE 4**  
**FINANCIAL TERMS ANNEX (CONFIDENTIAL)**

*(NOT FOR FILING WITH THE AVIATION AUTHORITY)*

**PART A**  
**BASE LEASE TERM RENT AND CERTAIN DEFINITIONS**

**1. Base Lease Term and Rent**

The Base Lease Term shall commence on the Delivery Date and end [REDACTED] after the Delivery Date.

**Fixed Rent**

For each Fixed Rent Period during the Base Lease Term, the amount of [REDACTED] shall be payable on each Fixed Rent Date during the Base Lease Term (the “**Fixed Rent**”).

**Rent Adjustment**

Fixed Rent may be adjusted as provided in Section 3.2 of the Installment Purchase Agreement. If Fixed Rent is so adjusted, the adjusted Fixed Rent shall be set forth in the Acceptance Certificate and notwithstanding the preceding provisions of this clause 1, such adjusted amounts shall be the Fixed Rent.

**2. Security Deposit**

Subject to Clause 6, from and after the Delivery Date, the Security Deposit shall be equal to one month’s Fixed Rent. The amount of the Security Deposit will be adjusted during each Renewal Lease Term pursuant to Clause 4.2.2(c).

**3. Damage Notification Threshold**

For the purposes of Clause 9.2(b) (*Information – General and Financial*) and Schedule 5 (*Insurance Requirements*) of this Agreement

“**Damage Notification Threshold**” means US\$[REDACTED]

**4. Insurance and Default Matters**

For the purposes of Clause 15 (*Insurance*) and Schedule 5 (*Insurance Requirements*) of this Agreement:

“**Agreed Value**” means [REDACTED]

“**Minimum Liability Coverage**” means [REDACTED]

**“Maximum Deductible Amount”** means [REDACTED]

**“Default Rate”** means [REDACTED]

**“Discount Rate”** means [REDACTED]

**5.** [REDACTED]

**6.** Approved Appraisers

The appraisers for purposes of Clause 4.2.2(b) of the Agreement are: [REDACTED]

**PART B**  
**REDELIVERY MAINTENANCE PAYMENT**

**A. Redelivery Maintenance Payment**

On the Redelivery Date, Lessee shall pay Lessor an amount equal to the total net sum of the Structural Check Equivalency Charge, Engine Equivalency Charge, Engine LLP Equivalency Charge, APU Equivalency Charge and Landing Gear Equivalency Charge (the “**Redelivery Maintenance Payment**”). For the avoidance of doubt, the Redelivery Maintenance Payment may be offset by the Security Deposit pursuant to Clause 6.2 hereof.

**B. Structural Check Equivalency Charge**

- (a) The Structural Check Equivalency Charge for the 9 Year SC shall be calculated pursuant to the following formula:

$$A = (W/B) \times (C - E)$$

Where:

**A** is the Structural Check Equivalency Charge for the 9 Year SC

**W** is the labor and market cost of the 9 Year SC based on (i) Lessee’s costs for a Boeing 737 MAX 8 9 Year SC over the previous [REDACTED] (ii) if not enough data is available or if Lessee and Lessor are in dispute on such cost, then the average of [REDACTED] invoices for such work from reputable maintenance providers who are FAA/EASA approved repair stations to accomplish such a Structural Check, [REDACTED] to be provided by Lessee, and [REDACTED] to be provided by Lessor, or (iii) if not enough recent invoices are available, then Lessee’s costs for an equivalent Boeing 737-800 aircraft structure check. The value of each such invoice shall be increased at a rate of [REDACTED] per annum where it is more than one (1) year old at the Redelivery Date.

**B** is the total interval of calendar months (or Cycles or Flight Hours, if applicable) between 9 Year SCs for that aircraft type based on Lessee’s historic practices for Boeing 737 MAX 8 in its fleet.

**C** is, as applicable, the actual number of calendar months, Cycles or Flight Hours elapsed as of the Redelivery Date since the last 9 Year SC (or if there has not been any 9 Year SC prior to the Redelivery Date, then since new).

**E** is, as applicable, the actual number of calendar months elapsed (or Cycles or Flight Hours, if applicable) as [REDACTED] (or if there has not been any 9 Year SC prior to [REDACTED] then [REDACTED])

- (b) The Structural Check Equivalency Charge for the 15 Year SC shall be calculated pursuant to the following formula:

$$A = (W/B) \times (C - E)$$

Where:

**A** is the Structural Check Equivalency Charge for the 15 Year SC

**W** is the labor and market cost of the 15 Year SC based on (i) Lessee’s costs for a Boeing 737 MAX 8 15 Year SC over the previous [REDACTED] (ii) if not enough data is available

or if Lessee and Lessor are in dispute on such cost, then the average of [REDACTED] invoices for such work from reputable maintenance providers who are FAA/EASA approved repair stations to accomplish such a Structural Check, [REDACTED] to be provided by Lessee, and [REDACTED] to be provided by Lessor, or (iii) if not enough recent invoices are available, then Lessee's costs for an equivalent Boeing 737-800 aircraft structure check. The value of each such invoice shall be increased at a rate of [REDACTED] per annum where it is more than one (1) year old at the Redelivery Date.

**B** is the total interval of calendar months (or Cycles or Flight Hours, if applicable) between 15 Year SCs for that aircraft type based on Lessee's historic practices for Boeing 737 MAX 8 in its fleet.

**C** is, as applicable, the actual number of calendar months, Cycles or Flight Hours as of the Redelivery Date since the last 15 Year SC (or if there has not been any 15 Year SC prior to the Redelivery Date, then since new).

**E** is, as applicable, the actual number of calendar months elapsed (or Cycles or Flight Hours, if applicable) as [REDACTED] (or if there has not been any 15 Year SC prior to [REDACTED], then [REDACTED]).

### **C. Landing Gear Equivalency Charge**

The Landing Gear Equivalency Charge shall be calculated pursuant to the following formula:

$$A = (W/B) \times (C - E)$$

Where:

**A** is the Landing Gear Equivalency Charge

**W** is the labor and market cost of accomplishing a Landing Gear Overhaul in respect of the Landing Gear based on (i) Lessee's costs for a Boeing 737 MAX 8 Landing Gear Overhaul over the previous [REDACTED]; (ii) if not enough data is available or if Lessee and Lessor are in dispute on such cost, then the average of [REDACTED] invoices for such work from reputable maintenance providers who are FAA/EASA approved repair stations to accomplish such a Landing Gear Overhaul, [REDACTED] to be provided by Lessee, and [REDACTED] to be provided by Lessor, or (iii) if not enough recent invoices are available, then Lessee's costs for an equivalent Boeing 737-800 landing gear overhaul. The value of each such invoice shall be increased at a rate of [REDACTED] per annum where it is more than one (1) year old at the Redelivery Date.

**B** is the total interval of calendar months (or Cycles or Flight Hours, if applicable) between Landing Gear Overhauls for that Landing Gear based on Lessee's historic practices for Boeing 737 MAX 8 in its fleet.

**C** is, as applicable, the actual number of calendar months, Cycles or Flight Hours elapsed as of the Redelivery Date since the last Landing Gear Overhaul (or if there has not been any Landing Gear Overhaul prior to the Redelivery Date, then since new).

**E** is, as applicable, the actual number of calendar months elapsed (or Cycles or Flight Hours, if applicable) as [REDACTED] (or if there has not been any Landing Gear Overhaul prior to [REDACTED], then [REDACTED])



#### **D. Engine LLP Equivalency Charge**

The Engine LLP Equivalency Charge in respect of an Engine LLP shall be calculated pursuant to the following formula:

$$A = (W/B) \times (C - E)$$

Where:

**A** is the Engine LLP Equivalency Charge for that Engine LLP.

**W** is Engine Manufacturer's published list price for that Engine LLP at the time of redelivery.

**B** is the then current Cycle life limit for that Engine LLP as referenced in the Engine Manufacturer's Maintenance Manual Chapter 5; provided however, (i) if Lessor has accepted an extended hard life Cycle limit pursuant to Clause E of Schedule 8 (*Redelivery Conditions*) for that Engine LLP, then such extended hard life Cycle limit shall be used instead, or (ii) if Lessee is able to transfer the warranted Ultimate Life from the OEM, then such Ultimate Life shall be used instead, whichever is longer.

**C** is the actual number of Cycles accumulated by that Engine LLP since new.

**E** is, as applicable, the actual number of Cycles as [REDACTED]

#### **E. Engine Equivalency Charge**

The Engine Equivalency Charge shall be calculated pursuant to the following formula:

$$A = (W/B1) \times (C - E)$$

Where:

**A** is the Engine Equivalency Charge

**W** is the labor and market cost of accomplishing an Engine Major Module Performance Restoration in respect of an Engine Major Module on an Engine based on (i) Lessee's costs for a Boeing 737 MAX 8 Engine Major Module Performance Restoration multiplied by the Engine Major Module split percentage for such Engine Major Module over the previous [REDACTED] (ii) if not enough data is available or if Lessee and Lessor are in dispute on such cost, then the average of [REDACTED] invoices for such work from reputable maintenance providers who are FAA/EASA approved repair stations to accomplish such an Engine Major Module Performance Restoration, [REDACTED] to be provided by Lessee, and [REDACTED] to be provided by Lessor, or (iii) if not enough recent invoices are available, then Lessee's costs for an equivalent Boeing 737-800 an Engine Major Module Performance Restoration. The value of each such invoice shall be increased at a rate of [REDACTED] per annum where it is more than one (1) year old at the Redelivery Date.

**B** is the total interval of calendar months (or Cycles or Flight Hours, if applicable) between the first-run Engine Major Module Performance Restorations for that Engine Major Module based on Lessee's historic practices for Boeing 737 MAX 8 in its fleet.

**B1** is the total interval of calendar months (or Cycles or Flight Hours, if applicable) between the Engine Major Module Performance Restorations for that Engine Major Module at Redelivery based on Lessee's historic practices for Boeing 737 MAX 8 in its fleet.

**C** is, as applicable, the actual number of calendar months, Cycles or Flight Hours elapsed as of the Redelivery Date since the last Engine Major Module Performance Restoration for such Engine Major Module (provided that such Engine Major Module Performance Restoration was completed at an Engine Performance Restoration shop visit) (or if there has not been any such Engine Major Module Performance Restoration completed on such Engine Major Module at an Engine Performance Restoration shop visit prior to the Redelivery Date, then since new).

**E** is, as applicable, the actual number of calendar months elapsed (or Cycles or Flight Hours, if applicable) as [REDACTED] since the last Engine Major Module Performance Restoration for such Engine Major Module (provided that such Engine Major Module Performance Restoration was completed at an Engine Performance Restoration shop visit) (or if there has not been any Engine Major Module Performance Restoration completed on such Engine Major Module at an Engine Performance Restoration shop visit prior to [REDACTED], then [REDACTED])

The module split percentage shall be mutually agreed by the Lessor and the Lessee based on (i) the Engine Manufacturer's then applicable workscope planning guide, and (ii) the Engine Manufacturer's then applicable observed experience with respect to engines of a similar type to the Engines and the Engine Manufacturer's recommendations.

#### **F. APU Equivalency Charge**

The APU Equivalency Charge shall be calculated pursuant to the following formula:

$$A = (W/B) \times (C - E)$$

Where:

**A** is the APU Equivalency Charge

**W** is the labor and market cost of accomplishing an APU Medium Repair Shop Visit in respect of the APU based on (i) Lessee's costs for a Boeing 737 MAX 8 APU Medium Repair Shop Visit over the previous [REDACTED]; (ii) if not enough data is available or if Lessee and Lessor are in dispute on such cost, then the average of [REDACTED] invoices for such work from reputable maintenance providers who are FAA/EASA approved repair stations to accomplish such an APU Medium Repair Shop Visit, [REDACTED] to be provided by Lessee, and [REDACTED] to be provided by Lessor, or (iii) if not enough recent invoices are available, then Lessee's costs for an equivalent Boeing 737-800 APU Medium Repair Shop Visit for the corresponding APU. The value of each such invoice shall be increased at a rate of [REDACTED] per annum where it is more than one (1) year old at the Redelivery Date.

**B** is the total interval of calendar months (or Cycles or Flight Hours, if applicable) between an APU Medium Repair Shop Visit for that APU based on Lessee's historic practices for Boeing 737 MAX 8 in its fleet.

**C** is, as applicable, the actual number of calendar months, Cycles or Flight Hours elapsed as of the Redelivery Date since the last APU Medium Repair Shop Visit (or if there has not been any APU Medium Repair Shop Visit prior to the Redelivery Date, then since new).

**E** is, as applicable, the actual number of calendar months elapsed (or Cycles or Flight Hours, if applicable) as [REDACTED] (or if there has not been any APU Medium Repair Shop Visit prior to [REDACTED], then [REDACTED])

For each of the above payment items, the invoices or quotations provided by Lessee or Lessor shall contain sufficient detail so as to evidence that such invoice or quotation reflects the relevant workscope in a manner to be consistent with the required performance restoration visit or check.

## SCHEDULE 5 INSURANCE REQUIREMENTS

### Types of Insurance

1. The Insurances required to be maintained are as follows:
  - (a) Hull All Risks of loss or damage while flying and on the ground with respect to the Aircraft on an agreed value basis for the Agreed Value and with a deductible not exceeding the Maximum Deductible Amount each claim, or such other amount agreed by Lessee and Lessor from time to time, it being agreed that any deductible in excess of the Maximum Deductible Amount may be covered by a deductible buy-down;
  - (b) Hull War and Allied Perils, being such risks excluded from the Hull All Risks Policy to the fullest extent available from the leading international insurance markets, including confiscation and requisition by the State of Registration, for the Agreed Value;
  - (c) All Risks (including War and Allied Risk except when on the ground or in transit other than by air) property insurance on all Engines and Parts when not installed on the Aircraft on an "agreed value" basis for their full replacement cost and including engine test and running risks;
  - (d) Aircraft Third Party, Property Damage, Passenger, Baggage, Cargo and Mail and Airline General Third Party (including Products) Legal Liability for a combined single limit (bodily injury/property damage) of an amount not less than the Minimum Liability Coverage for the time being for any one occurrence each aircraft (but in respect of products and personal injury liability, this limit shall be an aggregate limit for any and all losses occurring during the currency of the policy). War and Allied Risks are also to be covered under the policy to the fullest extent available from the leading international insurance markets (which coverage shall include but not be limited to an extended war risk coverage endorsement equivalent to the terms of AVN52E but for a combined single limit of an amount not less than the Minimum Liability Coverage).

### Terms of Hull Insurance

2. All required hull insurance, so far as it relates to the Aircraft, will:
  - (a) **Additional Assureds:** name Lessor and any Financing Parties Representative, and each of their respective successors and assigns, for their respective rights and interests;
  - (b) **Settlement of Losses:** name Lessor (or, if Lessor so notifies Lessee, the Financing Parties Representative) as (sole) Loss Payee for the Agreed Value in respect of any Total Loss of the Aircraft or Airframe for an amount equal to the Agreed Value, and **provided that** any such Total Loss will be settled with Lessor (or, if applicable, the Financing Parties Representative) and will be payable in Dollars directly to Lessor (or, if applicable, the Financing Parties Representative) as sole Loss Payee (or, if applicable, the Financing Parties Representative) may direct and further **provided that** where proceeds do not relate to a Total Loss of the Aircraft or the Airframe such proceeds will be applied in accordance with Clause 6(b) of this Schedule 5 and where the loss does not exceed the Damage Notification Threshold and Lessor has not notified the insurers to the contrary

due to the continuance of an Event of Default, the loss will be settled with and paid to Lessee;

- (c) **50/50 Provision:** if separate hull “all risks” and “war risks” insurances are arranged, include a 50/50 provision in accordance with market practice (AVS 103 is the current market language); and
- (d) **No option to Replace:** confirm that the insurers are not entitled to replace the Aircraft in the event of an insured Total Loss.

### Terms of Liability Insurance

3. All required liability insurances will:

- (a) **Additional Insureds:** name the Indemnitees and the Financing Parties Representative (if any) for their respective rights and interests;
- (b) **Severability:** include a severability of interests clause which provides that the insurance, except for the limit of liability, will operate to give each insured the same protection as if there was a separate policy issued to each insured;
- (c) **Primary Policy:** contain a provision confirming that the policy is primary without right of contribution, and the liability of the insurers will not be affected by any other insurance of which any Indemnatee or Lessee may have the benefit so as to reduce the amount payable to the additional insureds under such policies.

### Terms of All Insurances

4. All Insurances will to the extent not inconsistent with AVN67B (or any subsequent endorsement generally accepted by lessors and lenders in respect of insuring leased and financed aircraft operated by commercial air carriers):

- (a) **Dollars:** provide cover denominated in dollars and any other currencies which Lessor may reasonably require in relation to liability insurance;
- (b) **Worldwide:** operate on a worldwide basis subject to such limitations and exclusions as are customary in insurance coverages carried by major Central American air carriers operating aircraft of the same type as the Aircraft;
- (c) **Acknowledgement:** acknowledge the insurer is aware of this Agreement and that the Aircraft is owned by Lessor and to the extent applicable mortgaged to the Financing Parties Representative (if any);
- (d) **Breach of Warranty:** provide that, in relation to the interests of each of the additional insureds, the Insurances will not be invalidated by any act or omission by Lessee, or any other Person other than the respective additional insureds seeking protection and shall insure the interests of each of the additional insureds regardless of any breach or violation by Lessee, or any other Person other than the respective additional insureds seeking protection of any warranty, declaration or condition, contained in such Insurances;

- (e) **Subrogation:** provide that the insurers will hold harmless and waive any rights of recourse against the additional assureds or to be subrogated to any rights of Lessor, the Financing Parties Representative (if any), or Lessee;
- (f) **Premiums:** provide that the additional insureds will have no obligation or responsibility for the payment of any premiums due (but reserve the right to pay the same should any of them elect so to do) and that the insurers will not exercise any right of set-off or counter-claim in respect of any premium due against the respective interests of the additional insureds other than outstanding premiums relating to the Aircraft, any Engine or Part the subject of the relevant claim;
- (g) **Cancellation/Change:** provide that the Insurances will continue unaltered for the benefit of the additional insureds for at least thirty days after written notice by registered mail or fax of any cancellation, change, event of non-payment of premium or installment thereof has been sent by insurer(s) to Lessor, Owner Participant, the Financing Parties Representative (if any), or where an insurance broker is appointed to the insurance broker who shall promptly send on such notice to Lessor, Owner Participant and the Financing Parties Representative (if any), except in the case of war risks for which seven days (or such lesser period as is or may be customarily available in respect of war risks or allied perils) will be given, or in the case of war between the five great powers or nuclear peril for which termination is automatic;
- (h) **Reinsurance:** reinsurance, as applicable, shall be placed with reinsurers and through brokers, in each case satisfying the requirements of Clause 15(b)(ii) of the Agreement and such reinsurance will:
  - (i) be on the same terms as the original insurances and will include the provisions of this Schedule;
  - (ii) provide that notwithstanding any bankruptcy, insolvency, liquidation, dissolution or similar proceedings of or affecting the reinsured that the reinsurers' liability will be to make such payments as would have fallen due under the relevant policy of reinsurance if the reinsured had (immediately before such bankruptcy, insolvency, liquidation, dissolution or similar proceedings) discharged its obligations in full under the original insurance policies in respect of which the then relevant policy of reinsurance has been effected; and
  - (iii) contain a "cut-through" clause in the following form (or otherwise reasonably satisfactory to Lessor):

**"The Reinsurers hereby agree (at the request and with the agreement of the Reinsured) that in the event of any valid claim arising hereunder the Reinsurers shall in lieu of payment to the Reinsured, its successors in interest and assigns pay to the person named as loss payee in accordance with Loss Payable Clause under the original insurances effected by the Insured that portion of any loss due for which the Reinsurers would otherwise be liable to pay the Reinsured (subject to proof of loss), it being understood and agreed that any such payment by the Reinsurers shall fully discharge and release the Reinsurers from any and all further liability with such claim.**

**The Reinsurers reserve the right to set off against any claim payable hereunder in accordance with this clause any outstanding premiums due on the reinsurance in respect of the Aircraft.**

**Payment shall be made under this reinsurance notwithstanding any bankruptcy, insolvency, liquidation or dissolution of the Reinsured, and/or that the original Insurer has made no payment under the original insurance policies.**

**Subject any payment due under this clause shall not contravene any law or decree of the Government of Mexico or any other applicable jurisdiction;”**

- (i) **Initiating Claims:** contain a provision entitling Lessor or any insured party to initiate a claim under any policy in the event of the refusal or failure of Lessee to do so; and
- (j) **Indemnities:** accept and insure the indemnity provisions of this Agreement.

#### **Deductibles**

5. Lessee shall be responsible for any and all deductibles under the Insurances.

#### **Application of Insurance Proceeds**

6. The Insurances will be endorsed to provide for payment of proceeds as follows:
- (a) **Total Loss:** all insurance payments received as the result of a Total Loss occurring during the Term will be paid to or as directed by Lessor and Lessor will pay the balance of those amounts to Lessee after deduction of the Agreed Value and all other amounts which may be or become payable by Lessee to Lessor under this Agreement;
  - (b) **Other Loss/Damage:** all insurance proceeds of any property, damage or loss to the Aircraft, any Engine or any Part occurring during the Term not constituting a Total Loss will be applied in payment (or to reimburse Lessee) for repairs or replacement property upon Lessor being satisfied (acting reasonably) that the repairs or replacement have been effected in accordance with this Agreement;
  - (c) **Liability Proceeds:** all insurance proceeds in respect of third party liability will be paid directly in satisfaction of the relevant liability or to Lessee in reimbursement of any payment so made; and
  - (d) **Default:** notwithstanding the foregoing Clauses (a) and (b) above, if at the time of the payment of any such insurance proceeds under the insurances required under Clause 1(a), (b) or (c) of this Schedule 5 an Event of Default has occurred and is continuing, all such proceeds will be paid to or retained by Lessor to be applied toward payment of any amounts which may be or become payable by Lessee pursuant to this Agreement in such order as Lessor may elect with any remainder after payment of all amounts payable hereunder or thereunder to be paid to Lessee.

To the extent that insurance proceeds are paid to Lessee, Lessee agrees to comply with the foregoing provisions and apply or pay over such proceeds as so required.

**SCHEDULE 6  
DESCRIPTION OF AIRCRAFT**

In order for Lessor to be obligated to purchase the Aircraft and lease it to the Lessee and for the Lessee to lease the Aircraft from the Lessor hereunder, the Aircraft shall be new “ex-factory” and substantially comply with the following specifications (which description shall not be deemed a covenant, representation, warranty or guaranty by any Lessor Party to Lessee or by Lessee to any Lessor Party with respect to the Aircraft, all of which are waived and disclaimed as provided in the Agreement), but otherwise “AS-IS, WHERE IS, WITH ALL FAULTS”:

**GENERAL DESCRIPTION (MINIMUM REQUIREMENTS)**

**Aircraft Type**

**[•]**

[REDACTED]



**SCHEDULE 7**  
**AIRCRAFT DOCUMENTS AT REDELIVERY<sup>4</sup>**

The following documentation and information is part of the Aircraft, and is the property of Lessor. All documentation shall have the necessary stamps, endorsements, certifications and signatures where appropriate. All documentation requiring a quality control certification shall be signed by Lessee's quality control representative.

Lessee may maintain all Aircraft Documents (or any subset thereof) in electronic format; provided that Lessee shall send to Lessor all documentation requiring necessary stamps, endorsements, certifications and signatures in hard copy format. For the avoidance of doubt, any electronic format that has been approved by the Aviation Authority will be acceptable instead of hard copies.

All records listed in this Part shall be provided notwithstanding any policies of the Aviation Authority that may allow the disposal of such records.

**1. Certificates**

[REDACTED]

**2. Manuals (but only to the extent that the below was supplied by the Manufacturer on or prior to the Delivery Date)**

[REDACTED]

**3. Airworthiness Directives Documentation**

[REDACTED]

**4. Engineering Documentation**

[REDACTED]

**5. Aircraft Maintenance Records**

[REDACTED]

**6. Configuration Status**

[REDACTED]

**7. Engine Records**

[REDACTED]

**8. APU**

[REDACTED]

**9. Components**

---

<sup>4</sup> AMX to confirm list of Aircraft Documents to be provided at Redelivery.

[REDACTED]

**10.** Landing Gear

[REDACTED]

**11.** Damage and Repairs

[REDACTED]

**12.** Software

[REDACTED]

## **SCHEDULE 8 REDELIVERY CONDITIONS**

On the Redelivery Date, Lessee shall redeliver the Aircraft to Lessor at the Redelivery Location in compliance with the conditions specified below (other than post redelivery obligations specified in Clause A below), and when Lessee has complied with such conditions Lessor shall execute and deliver to Lessee the Redelivery Acceptance Certificate confirming delivery of the Aircraft to Lessor. For the avoidance of doubt, there shall be no requirements for the redelivery condition of the Aircraft other than those specified in this Schedule.

During the period commencing [REDACTED] and ending no less than [REDACTED] prior to the Expiry Date, Lessee and Lessor will agree to conduct a pre-redelivery meeting for the purpose of reviewing and agreeing upon the workscope for the Redelivery Check and, if applicable, any [REDACTED]. Lessor and Lessee shall each commit sufficient resources to the Redelivery process to achieve Redelivery by the Expiry Date.

With respect to any discrepancies between the condition of the Aircraft and Aircraft Documents and the Redelivery Conditions described herein [REDACTED], Lessee and Lessor agree, subject to the provisions outlined in Clause I – Maintenance Carry-Overs of this Schedule, that Lessee will have the option of either correcting such discrepancy at its own expense or providing compensation in lieu of such correction in an amount to be mutually agreed upon by Lessee and Lessor.

### **A. Registration & Certification, Maintenance Program & Airworthiness Directives**

The Aircraft shall be registered with the Federal Aviation Administration (the “Aviation Authority”) of the United States of America in the name of Lessor unless such registration cannot be maintained because of the failure of Lessor to comply with the citizenship or other eligibility requirements for registration of the Aircraft. Following Lessee’s receipt of the Redelivery Acceptance Certificate executed by Lessor, [REDACTED]. Lessee will provide an Export Certificate of Airworthiness following redelivery of the Aircraft to Lessor hereunder.

The Aircraft shall be in compliance with Lessee’s Maintenance Program which shall be based on the manufacturer’s Maintenance Planning Document and approved by the Aviation Authority.

Lessee will comply with any ADs that require compliance within [REDACTED] following the last day of the Term, with the cost of performing such AD requiring compliance after the last day of the Term to be for the account of Lessor and paid to Lessee upon execution of the Redelivery Acceptance Certificate. [REDACTED]

### **B. General Condition**

The Aircraft shall be (a) in good operating condition, normal wear and tear excepted, (b) clean by international commercial airline standards, (c) in a passenger configuration, (d) with equipment, components and systems fully functional and operating within limits under the Maintenance Program and the Aircraft Maintenance Manual, and (e) equipped with two Engines (which may be Replacement Engines) duly installed thereon. The Aircraft shall be in compliance with Lessee’s corrosion prevention and control program.

### **C. Redelivery Check**

The Airframe shall have completed, within [REDACTED] prior to the Redelivery Date, the Redelivery Check, and following such Redelivery Check the Aircraft shall not be used in commercial passenger operations.

**D. Landing Gear Minimum**

Each of the nose and main Landing Gear shall have no fewer than [REDACTED] (the “**Hard Time Landing Gear Minimum**”) until the next scheduled Landing Gear Overhaul as measured by Flight Hour, Cycle or calendar day, whichever is applicable and most limiting. [REDACTED]. The Landing Gear brakes will have an average of at least [REDACTED]

**E. Engine LLP Minimum**

No Engine LLP shall have fewer than [REDACTED] remaining to reaching the then manufacturer’s published Chapter 5 life limit (the “**Engine LLP Hard Life Cycle Minimum**”). Notwithstanding the foregoing, Lessee may request of Lessor, and Lessor shall consider in good faith, the allowance of an extended hard life Cycle limit that may be achieved via the incorporation of a service bulletin or other action that may only be incorporated on-wing post-redelivery.

**F. Engine Hard Time Performance Restoration Minimum**

Each Engine shall have no fewer than [REDACTED] performance restoration visit of such Engine under the Maintenance Program and based on Engine Manufacturer recommendations (any such visit, an “**Engine Performance Restoration Visit**”), as measured by Lessee’s expected time on wing between Engine Performance Restoration Visits for engines in Lessee’s fleet of the same make, model and thrust taking into consideration flight leg as the Engines. [REDACTED]

**G. Components**

Each time controlled component [REDACTED] will have no less than [REDACTED] or the equivalent Flight Hours or Cycles, whichever is applicable, based on Lessee’s average utilization, remaining to next scheduled removal, shop inspection or overhaul. Any such time controlled component having an MPD interval of less than [REDACTED] or the equivalent Flight Hours or Cycles, whichever is applicable, based on Lessee’s average utilization, shall have a full replacement interval remaining until its next shop inspection, removal or overhaul.

**H. Auxiliary Power Unit Minimum**

The APU shall be [REDACTED] as evidenced by an APU condition test performed in accordance with the Manufacturer’s AMM [REDACTED] No APU LLP shall have fewer than [REDACTED] until reaching the Manufacturer’s published life limit (the “*APU Hard Life Cycle Minimum*”).

**I. [REDACTED]**

**J. Paint and Special Markings**

The exterior of the fuselage, vertical stabilizer and Engine cowlings shall have been stripped or sanded and painted white with any Lessee identification marks removed or painted over and all required markings applied in accordance with the Manufacturer’s then-applicable painting standards and procedures. All other painted exterior surfaces will have been touched up as necessary. Lessee shall be

responsible at Redelivery for the permanent rectification of any scribe marks which are outside the Manufacturer's limits. All external placards, signs and markings will be properly attached, free from damage (normal wear and tear excepted), clean and legible.

[REDACTED]

**K. Records**

No less than [REDACTED] prior to the targeted Redelivery Check induction date, Lessee will provide for the review of Lessor all Aircraft Documents and, provided that all such Aircraft Documents are made available to Lessor at the commencement of the [REDACTED] Lessor will provide to Lessee its response and findings on such Aircraft Documents at least [REDACTED] prior to the targeted Redelivery Check date. [REDACTED]

**L. Borescope Inspections; Power Assurance Runs**

[REDACTED]

**M. Demonstration Flight**

At Lessor's request, Lessee will perform, at its expense, and in accordance with a mutually agreed acceptance flight procedure, a demonstration flight lasting no more than two hours for the purpose of demonstrating the satisfactory operation of the Aircraft with no more than [REDACTED] of Lessor, or of the next operator, on board during such flight, subject to consent of the Aviation Authority. If the demonstration flight reveals any discrepancies from the Redelivery Conditions, Lessee will correct them or pay compensation to Lessor in accordance with the third paragraph of this Schedule 8.

**N. Liens**

The Aircraft shall be free and clear of Security Interests (other than any Lessor's Liens).

**O. Fuel**

Lessee shall have no obligation to provide any fuel or oil with respect to the Aircraft at redelivery, provided that any fuel or oil remaining on board the Aircraft on the Redelivery Date shall be the property of Lessor without charge.

**P. Inspection**

The Aircraft inspection shall occur during the Redelivery Check. During the Redelivery Check, Lessor and/or its representatives will have an opportunity to observe functional and operational system checks, in accordance with Lessee's procedures, as they are performed, and to perform a visual inspection of the Aircraft only in those areas that are visible during the Redelivery Check and concurrently as the inspection tasks are being performed by Lessee.

**Q. Additional Work**

Lessor and Lessee agree to discuss, in good faith, the possible incorporation of additional work (at Lessor's expense) into the workscope of the Redelivery Conditions. Lessor will furnish Lessee with such additional work request in final form at least one (1) month prior to the Redelivery Check to ensure that such work can be carried out as part of the workscope of the Redelivery Conditions.

**SCHEDULE 9**  
**FORM OF ACCEPTANCE CERTIFICATE**

**ACCEPTANCE CERTIFICATE**  
*(MSN [●])*

**AEROVÍAS DE MÉXICO, S.A. DE C.V., (“Lessee”)** hereby acknowledges that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, **BANK OF UTAH**, not in its individual capacity but solely as owner trustee (**“Lessor”**) did deliver for inspection and acceptance to Lessee under the Amended and Restated Aircraft Lease Agreement made between Lessor and Lessee dated as of \_\_\_\_\_, 20\_\_\_\_ (the **“Lease”**) the Aircraft, as described below, together with all Aircraft Documents applicable thereto, in accordance with the Lease. Capitalized terms used but not defined herein shall have the meanings given such terms in the Lease.

**1. Aircraft Details**

**(a) Airframe**

**Aircraft Model:** [●]

**Manufacturer’s Serial Number:** [●]

**Airframe Maintenance Status:**

**Total Flight Hours:** \_\_\_\_\_

**Total Cycles:** \_\_\_\_\_

MTOW: [●] [lbs/kg]

MLW: [●] [lbs/kg]

MZFW: [●] [lbs/kg]

**(b) Engines (Installed)**

**Engine Type** [●]

**Manufacturer’s Serial** \_\_\_\_\_ **and**  
**Numbers:** \_\_\_\_\_

**Maximum Takeoff Thrust** [●] [lbs/kg]  
**Rating:**

**Engines Maintenance Status:**

Position 1

**ESN:** \_\_\_\_\_

**Total Flight Hours:** \_\_\_\_\_

**Total Cycles:** \_\_\_\_\_

Position 2

ESN: \_\_\_\_\_  
Total Flight Hours: \_\_\_\_\_  
Total Cycles: \_\_\_\_\_

(c) **APU (Installed)**

APU Type \_\_\_\_\_ [\*]

Manufacturer's Serial Number: \_\_\_\_\_

**APU Maintenance Status:**

Total APU Hours: \_\_\_\_\_  
Total APU Cycles: \_\_\_\_\_

(d) **Landing Gear (Installed)**

Manufacturer's Numbers:	Serial	Left Main: _____
		Right Main: _____
		Nose: _____

**Landing Gear Maintenance Status:**

Left Main

Total Flight Hours: \_\_\_\_\_  
Total Cycles: \_\_\_\_\_

Right Main

Total Flight Hours: \_\_\_\_\_  
Total Cycles: \_\_\_\_\_

Nose

Total Flight Hours: \_\_\_\_\_  
Total Cycles: \_\_\_\_\_

(e) **Interior Configuration**

Seating \_\_\_\_\_

Lavatories \_\_\_\_\_

Galleys \_\_\_\_\_

**Passenger Service Units** \_\_\_\_\_

(f) **Aircraft Documents; Aircraft Manuals; Hard Time Components; Avionics; Loose Equipment Inventory**

As identified in Attachment 1 to this Acceptance Certificate.

**2. Acceptance for Delivery**

(a) Lessee hereby confirms to Lessor on \_\_\_\_\_, 20\_\_ at \_\_\_\_ A.M./P.M., Pacific [Daylight][Standard] Time at \_\_\_\_\_, \_\_\_\_\_ that the above described Aircraft is in accordance with the specifications, terms and conditions for Delivery set forth in the Lease, or is satisfactory in all respects and is in the condition required for Delivery under the Lease.

(b) The Expiry Date is \_\_\_\_\_ 20\_\_\_\_.

(c) Lessee confirms that the Aircraft has been inspected by its duly appointed and authorized representatives and the same conforms to the information set forth above and in the Lease.

(d) The Lease is in full force and effect, Lessor has fully, duly and timely performed all of its obligations of every kind and nature thereunder and Lessee has no claims, offsets, deductions, set-offs or defenses of any kind or nature in connection with the Lease.

(e) The execution and delivery of this Acceptance Certificate by Lessee (i) signifies Lessee's absolute and irrevocable acceptance by Lessee of the Aircraft under the Lease, (ii) constitutes conclusive and irrefutable proof that the Aircraft is delivered in accordance with the description set forth in the Lease and that the Lessee has independently confirmed the same without reliance on any descriptions or representations of Lessor or anyone acting for or on behalf of Lessor, (iii) Lessee hereby expressly waives any right it may have to revoke acceptance of the Aircraft pursuant hereto for any reason, notwithstanding any nonconformity, whether discovered, difficult of discovery, or undiscovered, on the date hereof, and (iv) Lessee hereby unconditionally and irrevocably waives its right to revoke acceptance of Delivery of the Aircraft.

**3. Detail Specification**

A description of the Aircraft, including its detail specification, as of this date is set forth on Annex A.

**4. Governing Law**

THIS ACCEPTANCE CERTIFICATE SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN THE PROVISIONS OF SECTION 5-1401.



IN WITNESS WHEREOF, this Acceptance Certificate has been executed and delivered this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

**AEROVÍAS DE MÉXICO, S.A. DE C.V.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and Agreed:

**BANK OF UTAH**, not in its individual capacity, but solely as owner trustee,  
as Lessor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 10**  
**FORM OF RENEWAL NOTICE**

[Lessee Letterhead]

To: [●] as Owner Trustee (“**Lessor**”)  
[Address]

Cc: [●] (“**Owner Participant**”)  
[Address]

\_\_\_\_\_, 20\_\_

Re: Renewal Notice in respect of One Boeing [\_\_\_] Aircraft bearing Manufacturer’s Serial Number [●]  
(the “**Aircraft**”)

---

Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Aircraft Lease Agreement dated [●], 20[\_\_\_] (as amended, modified or supplemented from time to time, the “**Lease**”) between Lessor and Aerovías de México, S.A. de C.V. (“**Lessee**”) in respect of the Aircraft. Capitalized terms not defined herein shall have the meanings provided in the Lease.

In accordance with Clause 4.2.1 of the Lease, Lessee hereby exercises its right to extend the Term of the leasing of the Aircraft under the Lease for a Renewal Lease Term of [REDACTED] commencing on [●] and ending [●] which as of the date hereof shall be the Expiry Date.

This notice is a Renewal Notice. It is irrevocable and is an Operative Document.

**Aerovías de México, S.A. de C.V.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and Agreed:

[●]  
Lessor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 11**  
**FORM OF LETTER OF CREDIT**

[\_\_\_\_\_] [ ]

Letter of Credit No. \_\_\_\_\_

Beneficiary: [•], and its successors and assigns

Attention: [•]

Applicant: [•]

Expiry: [•]

Place: \_\_\_\_\_

Payable: [•] at sight

Dear Sir or Madam:

[REDACTED]

## SCHEDULE 12

### FORM OF OWNER PARTICIPANT LETTER

[Owner Participant Letterhead]

Aerovías de México, S.A. de C.V.  
Paseo de la Reforma, 445  
Colonia Cuauhtémoc  
Mexico, DF 06500  
Mexico

Re: Boeing [ ] Aircraft bearing manufacturer's serial number [ ] (the "**Aircraft**")

Dear Sirs:

Reference is made to the (i) Trust Agreement dated [ ], 20[ ] (the "**Trust Agreement**") between [ ] (the "**Trust Company**") and [ ] ("**Owner Participant**") and (ii) Amended and Restated Aircraft Lease Agreement dated [ ], 20[ ] (the "**Lease**") between [ ], not in its individual capacity, except as otherwise provided therein, but solely as owner trustee under the Trust Agreement ("**Lessor**") and Aerovías de México, S.A. de C.V. ("**Lessee**"). Words and expressions defined in the Lease shall have the same meanings when used in this letter (unless the context otherwise requires).

[REDACTED]

#### 5. **Governing Law**

PURSUANT TO AND IN ACCORDANCE WITH SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, THE PARTIES HERETO AGREE THAT THIS LETTER AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS LETTER AGREEMENT, AND ALL ISSUES CONCERNING THE RELATIONSHIP OF THE PARTIES HEREUNDER AND THE ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AS APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK (EXCLUSIVE OF SECTION 7-101 OF THE NEW YORK GENERAL OBLIGATIONS LAW WHICH IS INAPPLICABLE TO THIS AGREEMENT) WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES. THE PARTIES AGREE THAT THIS AGREEMENT WAS DELIVERED IN THE STATE OF NEW YORK.

#### 6. **Process Agent**

Without prejudice to any other mode of service, Owner Participant:

- (a) appoints JSA International U.S. Holdings, LLC, 909 Montgomery Street, Suite 500, San Francisco, CA 94133 as its agent for service of process relating to any proceedings before any New York State court or any United States Federal court in New York in connection with this letter agreement or any Operative Document and agrees to maintain the process agent notified to Lessee;

- (b) agrees that failure by a process agent to notify Owner Participant of the process shall not invalidate the proceedings concerned; and
- (c) consents to the service of process relating to any such proceedings by prepaid mailing or by personal delivery of a copy of the process to Owner Participant's agent at the address identified in Clause 4(a) or by facsimile or prepaid mailing by air mail, certified or registered mail, or by personal delivery, of a copy of the process to Lessee at the address set forth below or at any other address notified to Lessee pursuant to Clause 23.2 of the Lease as the same is incorporated in this Letter Agreement pursuant to Clause 5 below.

7. **Miscellaneous**

The provisions of clauses 22.1, 22.6, 22.8, 22.9, 22.10, 22.11, 22.12, 22.13, 23, 24.2, 24.4, 24.5, 24.6 and 24.7 of the Lease are incorporated herein *mutatis mutandis* with references to "Lessor" and "this Agreement" being reference to Owner Participant and this letter agreement, respectively, and Owner Participant's notice details shall be as follows:

Address: [\_\_\_\_\_] [\_\_\_\_\_] [\_\_\_\_\_]

Attention: [\_\_\_\_\_]

Facsimile: [\_\_\_\_\_]

Email: [\_\_\_\_\_]

Yours faithfully

[\_\_\_\_\_]

---

Name:

Title:

Acknowledged:

Aerovías de México, S.A. de C.V.

---

Name:

Title:

**SCHEDULE 13**

[Intentionally Omitted]



**SCHEDULE 14**

**[REDACTED]**

## SCHEDULE 15

### FORM OF REDELIVERY ACCEPTANCE CERTIFICATE

This Redelivery Acceptance Certificate (this "Certificate") is delivered at the time and on the date set forth below by [[●], as Owner Trustee] (the "Lessor") to Aerovías de México, S.A. de C.V. (the "Lessee") pursuant to the Amended and Restated Aircraft Lease Agreement dated \_\_\_\_\_ (as amended, modified or supplemented from time to time, the "Lease") in respect of one (1) Boeing [ ] aircraft bearing manufacturer's serial number [ ] together with two (2) [ ] engines bearing manufacturer's serial numbers \_\_\_\_\_ and \_\_\_\_\_ (the "Aircraft"). The capitalized terms used in this Redelivery Acceptance Certificate shall have the respective meanings given to such terms in the Lease.

Lessor hereby confirms that as at \_\_\_\_\_ hours on \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_:

- (a) the Aircraft satisfies the redelivery requirements of Schedule 8 of the Lease in all respects;
- (b) redelivery of the Aircraft (including the Engines) has been accepted by Lessor; and
- (c) the Term of the Lease has terminated.

This Redelivery Acceptance Certificate may be executed and delivered by the parties hereto in separate counterparts.

This Redelivery Acceptance Certificate is executed and delivered by the parties at \_\_\_\_\_  
\_\_\_\_\_.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Redelivery Acceptance Certificate to be executed in their respective corporate names by their duly authorized representatives as of the day and year first above written.

[[●], as Owner Trustee]<sup>5</sup>

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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<sup>5</sup> Signature to be notarized by a Mexican notary public and/or notarized and apostilled

[REDACTED]

## SCHEDULE 16

### FORM OF DE-REGISTRATION POWER OF ATTORNEY

#### PODER ESPECIAL

Aerovías de México, S.A. de C.V. ("Aeromexico"), representada en este acto por Isis Alcestes Montes de Oca Hernández y por Mario Bravo Sansores, en cumplimiento de lo dispuesto en el contrato de arrendamiento de aeronave celebrado el [●], entre la empresa Bank of Utah, no en su capacidad individual sino como como fiduciario propietario (el "Arrendador"), como arrendador, y Aeromexico, como arrendatario, (el "Contrato") cuyo objeto constituye el arrendamiento de una aeronave marca Boeing, modelo 737 MAX 8, con número de serie del fabricante [●] y dos motores marca CFM, modelo LEAP-1B28 con números de serie [●] y [●], respectivamente (la "Aeronave"), otorga en favor del Arrendador (en lo sucesivo el "Apoderado"), un poder especial irrevocable para pleitos y cobranzas y para actos de administración, para ser ejercitado de manera conjunta o separadamente con las facultades especiales que conforme a la ley requieran cláusula especial para ser ejercitado dentro de la República Mexicana, de conformidad con los términos establecidos en los dos primeros párrafos del artículo 2554 (dos mil quinientos cincuenta y cuatro) del Código Civil para el Distrito Federal de los Estados Unidos Mexicanos y sus artículos concordantes de los diversos Códigos que rigen en los Estados de la República Mexicana, así como en cualquier parte de los Estados Unidos de América, o cualquier otra jurisdicción donde la Aeronave pueda localizarse.

El Apoderado única y exclusivamente podrá ejercer los poderes otorgados para llevar a cabo cualquiera de las siguientes acciones: (i) solicitar y obtener la baja del registro y marcas de nacionalidad y matrícula (cancelación de registro) de la Aeronave del registro correspondiente ya sea en los Estados Unidos Mexicanos o de su equivalente en los Estados

#### SPECIAL POWER OF ATTORNEY

Aerovías de México, S.A. de C.V. ("Aeromexico"), herein represented by Ricardo Isis Alcestes Montes de Oca Hernández and by Mario Bravo Sansores, in compliance with the aircraft lease agreement entered on [●], between the company Bank of Utah, not in its individual capacity but solely as owner trustee ("Lessor"), as lessor and Aeromexico as lessee (the "Agreement") which purpose constitutes the lease of one Boeing aircraft model 737 MAX 8, bearing manufacturer's serial number [●], with two CFM model LEAP-1B28 engines bearing serial numbers [●] and [●], respectively, (the "Aircraft"), grants in favor of Lessor (hereinafter the "Attorneys-in-fact"), an irrevocable special power of attorney for litigation and collections and for administration acts, to be exercised jointly or separately with the special capacities that by law require a special clause, to be exercised in accordance to the terms established in the first two paragraphs of article 2554 (two thousand five hundred and fifty four) of the Civil Code For the Federal District of the United Mexican States and its concordant articles of the several Codes ruling in the states of the Mexican Republic; as well as within anywhere in the United States of America, or in any other jurisdiction where the Aircraft may be located.

The Attorneys-in-fact may exercise the granted powers solely and exclusively in order to conduct any of the following actions: (i) to request and obtain the cancellation of the Aircraft registration marks from the corresponding registry whether in the United Mexican States or in its equivalent in the United States of America; (ii) to request to the Federal Agency of Civil Aviation ("AFAC") of

Unidos de América; (ii) solicitar a la Agencia Federal de Aviación Civil ("AFAC") de los Estados Unidos Mexicanos o a su equivalente de los Estados Unidos de América, que comuniquen la cancelación de la matrícula a cualquier autoridad nacional o extranjera; (iii) solicitar y obtener la baja a la Aeronave de los permisos de operación del otorgante ante la AFAC; (iv) solicitar y obtener de la misma autoridad la autorización para el vuelo de traslado de la misma al extranjero; (v) realizar todos los trámites necesarios y conducentes a la exportación de la Aeronave y a la transportación de la misma fuera del territorio de los Estados Unidos Mexicanos o de cualquier otra jurisdicción en que la misma se encuentre o llegue a encontrarse; (vi) notificar la terminación del Contrato al Registro Aeronáutico Mexicano o a cualquier otra autoridad para los fines conducentes; y (vii) llevar a cabo cualquier acto o trámite relacionado con cualquier transacción relacionada con el Contrato o la Aeronave y, respecto de los mismos, interponerse y desistirse de cualquier acción o procedimiento incluido el amparo; para promover acusaciones penales, para actuar como coadyuvante del Ministerio Público, para articular y la liberar posiciones, y conceder el perdón, para liberar los procedimientos iniciados y suscribir transacciones.

Única y exclusivamente para los fines para los que es otorgado el presente poder especial, los Apoderados, de manera enunciativa mas no limitativa tendrán todas las facultades necesarias para representar al otorgante ante todas y cualesquiera autoridades ya sean federales, estatales o municipales de los Estados Unidos Mexicanos y/o de los Estados Unidos de América, incluyendo de manera enunciativa mas no limitativa la Agencia Federal de Aviación Civil de la Secretaría de Comunicaciones y Transportes, el Registro Aeronáutico Mexicano dependiente de la AFAC, la Dirección General de Aduanas de la Secretaría de Hacienda y Crédito Público, la Administración de Aduanas de los Estados Unidos de América, la Administración de Aviación Federal de los Estados Unidos de América y el Departamento de Transporte de los Estados Unidos de América y/o cualesquiera otras entidades, agencias o

the United Mexican States, or to its equivalent in the United States of America to communicate the cancellation of the registration to any national or foreign authority; (iii) to request and obtain the removal of the Aircraft from the grantor's operating permits before the AFAC; (iv) to request and to obtain authorization from the same authority for the ferry flight thereof to a foreign country; (v) to perform all the necessary and related formalities for the exportation of the Aircraft and the transportation thereof out of the territory of the United Mexican States or from any other jurisdiction where the same may be located or where it may be found; (vi) to notify the termination of the Agreement to the Mexican Aeronautic Registry or to any other authority for the corresponding effects; and (vii) to perform all acts or filings in connection with any transaction related to the Agreement or the Aircraft and, in respect thereto, to interpose and abandon any action or proceeding including the "amparo"; to promote criminal accusations, to act as coadjutor of the office of the Public Prosecutor, to articulate and release positions, and grant pardon, release of initiated proceedings and celebrate transactions.

Solely and exclusively for the purposes for which this special power of attorney is granted, the Attorneys-in-fact, enunciatively although not limitative form shall have all the necessary capacities to represent the grantor before all and any federal, state or municipal authorities of the United Mexican States and/or of the United States of America, including, in enunciatively although not limitative form the Federal Agency of Civil Aviation of the Ministry of Communications and Transport, the Mexican Aeronautic Registry dependant of the AFAC, the General Directorate of Customs of the Ministry of Finance and Public Credit, the Customs Administration of the United States of America, the Federal Aviation Administration of the United States of America and the Department of Transportation of the United States of America and/or any other entities, agencies or authorities that in the future may assume the functions of the aforementioned (indistinctively the "Authorities").

autoridades que en el futuro asuman las funciones de las anteriormente citadas (indistintamente las “**Autoridades**”).

Para todos los efectos previstos en este poder, el término Aeronave incluirá: (a) cualesquiera motores instalados en la Aeronave o que en el futuro sustituyan a los anteriormente citados de acuerdo con los términos del Contrato; y (b) cualesquiera partes, equipo, accesorios, componentes, registros y documentación instalados en la Aeronave o que en el futuro puedan ser instalados en sustitución de los mismos conforme al Contrato o bien que sean pertenecientes a la Aeronave.

Este poder se confiere con el carácter de irrevocable en términos del artículo 2596 del Código Civil Federal en virtud de que su otorgamiento ha sido acordado como una condición dentro del Contrato.

Este poder solo podrá ser ejercido en caso de Caso de Incumplimiento (como se define en el Arrendamiento) o de terminación del Contrato.

Este Poder se otorga para ser ejercitado en los Estados Unidos Mexicanos y/o en los Estados Unidos de Norteamérica.

Finalmente, el otorgante conviene además en no otorgar ningún otro poder similar al contenido en el presente instrumento para la realización de los actos previstos en el mismo con respecto a la Aeronave, en favor de persona alguna distinta de los Apoderados mencionados en el presente.

Este poder se otorga en inglés con una traducción al español, la cual será considerada como exacta en todas sus partes.

For all effects contained in this power of attorney, the term Aircraft shall include: (a) any engines installed on the Aircraft or that in the future may substitute above cited in accordance with the terms of the Agreement; and (b) any parts, equipment, accessories, components, records and documentation installed on the Aircraft or which in the future may be installed in substitution of the same pursuant to the Agreement or that may belong to the Aircraft.

This power of attorney is granted with irrevocable status pursuant to Article 2596 of the Mexican Federal Civil Code, by virtue of the fact that the granting hereof has been agreed as a condition in the Agreement.

This power of attorney may be exercised only upon an Event of Default (as defined in the Lease) which is continuing or termination of the Agreement.

This power of attorney is granted to be exercised in the United Mexican States and/or in the United States of America.

Lastly, the grantor further agrees to not grant any other powers of attorney similar to the one contained in this instrument for the performance of the acts foreseen herein with respect to the Aircraft, in favor of any person other than the Attorneys -in-fact mentioned in this document.

This power of attorney is granted in English language along with a translation to Spanish, which shall be considered as exact in its entirety.

**Aerovías de México, S.A. de C.V.**

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Isis Alcestes Montes de Oca Hernández

---

Mario Bravo Sansores

Testigos / Witnesses

---

Omar Cruz de la Cruz

---

Héctor Sánchez Bazán



## SCHEDULE 17

### FORM OF MAINTENANCE STATUS REPORT

#### AIRCRAFT SUMMARY REPORT

Report Period from \_\_\_\_\_ to \_\_\_\_\_

Aircraft Specification	
Manufacturer	
Type	
Model	
Serial number	
Date of Manufacture	
Current Registration	
Current Operator	
Aircraft Operating Limitation	

Airframe Status	
Total Airframe Hours	
Total Airframe Cycles	

Main Engines (Currently Installed)		
Manufacturer		
Position		
Part number		
Serial number		
Time Since New		
Cycles Since New		
Time Since OH		
Cycles Since OH		
Last OH Date		

Main Engines		
Manufacturer		
Aircraft or Location		
Position		
Part number		
Serial number		
Time Since New		
Cycles Since New		
Time Since OH		
Cycles Since OH		
Last OH Date		

Auxiliary Power Unit	
Manufacturer	
Position	
Part number	
Serial number	
Flight Time Since New	
Flight Cycles Since New	
Time Since OH	
Cycles Since OH	
Last OH Date	
APU Hours Since New	
APU Cycles Since New	

Landing Gears			
Manufacturer			
Position			
Part number			
Serial number			
Time Since New			
Cycles Since New			
Time Since OH			
Cycles Since OH			
Last OH Date			

**Annex 3**

**IPA Amendment**

Dated as of \_\_\_\_\_, 2021

CABALLERO AGUILA AIRCRAFT HOLDINGS LIMITED  
as Seller

AEROVÍAS DE MÉXICO, S.A. DE C.V.  
as Seller Guarantor

WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION, not in its individual  
capacity, except as expressly provided herein, but solely as owner trustee under the  
[REDACTED] Trust Agreement

WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION, not in its individual  
capacity, except as expressly provided herein, but solely as owner trustee under the  
[REDACTED] Trust Agreement

BANK OF UTAH (as successor to Wells Fargo Trust Company, National Association), not in  
its individual capacity, except as expressly provided herein, but solely as owner trustee under  
the [REDACTED] Trust Agreement

BANK OF UTAH (as successor to Wells Fargo Trust Company, National Association), not in  
its individual capacity, except as expressly provided herein, but solely as owner trustee under  
the [REDACTED] Trust Agreement

BANK OF UTAH (as successor to Wells Fargo Trust Company, National Association), not in  
its individual capacity, except as expressly provided herein, but solely as owner trustee under  
the [REDACTED] Trust Agreement  
as Purchasers

and

JSA INTERNATIONAL U.S. HOLDINGS, LLC  
as Purchaser Guarantor

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INSTALLMENT PURCHASE AGREEMENT AMENDMENT

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This INSTALLMENT PURCHASE AGREEMENT AMENDMENT, dated as of \_\_\_\_\_, 2021 (as amended, supplemented and modified from time to time, this “**Amendment**”), is made between:

- (1) CABALLERO AGUILA AIRCRAFT HOLDINGS LIMITED, a private company limited by shares incorporated in Ireland (“**Seller**”);
- (2) AEROVÍAS DE MÉXICO, S.A. DE C.V., a limited liability company (*sociedad anónima de capital variable*) organized and existing under the laws of Mexico (“**Seller Guarantor**”);
- (3) WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION, not in its individual capacity, except as expressly provided herein, but solely as owner trustee under the [REDACTED] Trust Agreement (“**Purchaser**[REDACTED]”);
- (4) WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION, not in its individual capacity, except as expressly provided herein, but solely as owner trustee under the [REDACTED] Trust Agreement (“**Purchaser**[REDACTED]”);
- (5) BANK OF UTAH (as successor to Wells Fargo Trust Company, National Association), not in its individual capacity, except as expressly provided herein, but solely as owner trustee under the [REDACTED] Trust Agreement (“**Purchaser** [REDACTED]”);
- (6) BANK OF UTAH (as successor to Wells Fargo Trust Company, National Association), not in its individual capacity, except as expressly provided herein, but solely as owner trustee under the [REDACTED] Trust Agreement (“**Purchaser** [REDACTED]”);
- (7) BANK OF UTAH (as successor to Wells Fargo Trust Company, National Association), not in its individual capacity, except as expressly provided herein, but solely as owner trustee under the [REDACTED] Trust Agreement (“**Purchaser** [REDACTED]”, and together with Purchaser [REDACTED], Purchaser [REDACTED], Purchaser

[REDACTED] and Purchaser [REDACTED], the “**Purchasers**” and each a “**Purchaser**”);  
and

- (8) JSA INTERNATIONAL U.S. HOLDINGS, LLC, a Delaware limited liability company (“**Purchaser Guarantor**”).

The parties to this Amendment hereby agree as follows:

## ARTICLE I

### INTERPRETATION

Section 1.1 **Definitions.** Capitalized terms and expressions used and not otherwise defined herein shall have the meanings given to them in the IPA.

For purposes of this Amendment, the following terms shall have the meanings indicated below:

“**Agency Agreement Amendment**” means the letter agreement dated on or about the date hereof and executed or to be executed, as applicable, by Seller, Purchaser Guarantor and Seller Guarantor and acknowledged and agreed to or to be acknowledged and agreed to, as applicable, by Manufacturer.

“[REDACTED].

“**Amendment Documents**” means this Amendment, the Effective Date Confirmation, the APA Amendment, the Purchase Agreement Assignment, the Agency Agreement Amendment, the Consent Amendment, the New Leases, the Mortgage Amendment, the Share Mortgage Amendment, the Keep Well Agreement, and the New Owner Participant Letters.

“**APA Amendment**” means the Assigned Purchase Agreement Amendment dated on or about the date hereof and executed or to be executed, as applicable, by the Manufacturer, Seller and consented to by Seller Guarantor.

“**Bankruptcy Cases**” means the Chapter 11 cases and proceedings initially filed by Seller Guarantor and its affiliates on July 1, 2020 under the lead case no. 20-11563 with the Bankruptcy Court and all affiliated and associated filings and proceedings in any other court or jurisdiction relating to such cases.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of New York.

“**Bankruptcy Court Order**” means an order entered by the Bankruptcy Court substantially in the form attached hereto as Exhibit 1 (*Bankruptcy Court Order*) or otherwise in form and substance acceptable to Seller Guarantor.

“**Consent Amendment**” means the Amendment No. 1 to Boeing Consent to Collateral Assignment of Purchase Agreement Rights dated on or about the date hereof and executed or to



be executed, as applicable, by Seller, Purchaser Guarantor as security trustee, Seller Guarantor and Manufacturer.

**“Effective Date”** has the meaning provided in Section 3.2 (*Conditions to Effective Date*).

**“Effective Date Confirmation”** means the Effective Date Confirmation substantially in the form of Appendix 1 (*Form of Effective Date Confirmation*) and executed or to be executed, as applicable, by the parties hereto.

**“Final Order”** means an order or judgment, the operation or effect of which has not been reversed, stayed, modified, or amended, and as to which order or judgment (or any reversal, stay, modification, or amendment thereof) (a) the time to appeal, seek certiorari, or request reargument or further review or rehearing has expired and no appeal, petition for certiorari, or request for reargument or further review or rehearing has been timely filed, or (b) any appeal that has been or may be taken or any petition for certiorari or request for reargument or further review or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, from which certiorari was sought, or to which the request was made, and no further appeal or petition for certiorari or request for reargument or further review or rehearing has been or can be granted; provided, however, with respect to either of the foregoing, no order or judgment shall fail to be a final order solely because of the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed with respect to such order or judgment.

**“Keep Well Agreement”** means the Keep Well Deed dated on or about the date hereof executed or to be executed, as applicable, by Seller Guarantor in favor of Seller.

**“IPA”** means the Installment Purchase Agreement, dated as of August 29, 2017, among the parties hereto.

**“Mortgage Amendment”** means Amendment No. 1 to the Mortgage executed or to be executed, as applicable, by Seller and Security Trustee.

**“MSN [REDACTED] Trust Agreement”** means the [REDACTED].

**“MSN [REDACTED] Trust Agreement”** means the [REDACTED]

**“New Lease”** means each of the [REDACTED].

**“New Owner Participant Letter”** means, in respect of each New Lease, a letter agreement dated on or about the date hereof and executed or to be executed, as applicable, by Purchaser Guarantor in the form attached to such New Lease as Schedule 12 (*Form of Owner Participant Letter*).

**“Purchase Agreement Assignment”** means the Purchase Agreement Assignment dated on or about the date hereof and executed or to be executed, as applicable, by Seller Guarantor as assignor and Seller as assignee and consented to or to be consented to, as applicable, by the

Manufacturer pursuant to the Manufacturer's consent, agreement and release dated on or about the date hereof and made or to be made, as applicable, by the Manufacturer.

**"Share Mortgage Amendment"** means the Deed of Confirmation and Amendment dated on or about the date hereof and executed or to be executed, as applicable, by Acorn Investments Limited and Security Trustee.

**"Undelivered Aircraft"** means [REDACTED].

**Section 1.2 Construction.** Headings are to be ignored in construing this Amendment and unless the contrary intention is stated, a reference to:

(a) the definitions set forth in Section 1.1 (*Definitions*) shall apply equally to both the singular and plural forms of the terms defined;

(b) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms;

(c) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation";

(d) this "Amendment", any other Amendment Document or any other agreement or instrument is a reference to this Amendment, such other Amendment Document or such other agreement or instrument as amended, novated, supplemented, extended or restated from time to time;

(e) a Section or an Appendix is to a section of or an appendix to this Amendment; and

(f) any Applicable Law, or to any specified provision of any Applicable Law, is a reference to such Applicable Law or provision as amended, substituted or reenacted.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

**Section 2.1 Seller Representations and Warranties.** Seller represents and warrants to Purchasers that the following statements are on the date hereof true and accurate:

(a) Seller is a private company limited by shares, duly incorporated under the laws of Ireland and has the company power to own its assets and carry on its business as it is being conducted.

(b) Seller has all requisite company power and authority and all necessary consents, approvals, authorizations, orders, registrations, qualifications, licenses and permits of

and from all public regulatory or governmental agencies and bodies, to enter into all Amendment Documents to which it is, or will be, a party and to perform its obligations thereunder.

(c) This Amendment and each of the other Amendment Documents to which Seller is a party have been duly authorized, executed and delivered by Seller, and each of this Amendment and such other Amendment Documents constitutes Seller's legal, valid and binding obligation, enforceable against Seller in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting creditors' rights generally and general principles of equity.

(d) The entry into and performance by Seller of, and the transactions contemplated by, the Amendment Documents to which it is a party do not conflict with (i) any Applicable Law applicable to it, (ii) the constitutional documents of Seller or (iii) any agreement or instrument binding upon it or any of its assets.

(e) Seller (i) is not in default in any material respect and no event has occurred which with notice or lapse of time or both would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any agreement or instrument or any Transaction Document to which it is, or will be, a party, other than (w) the existence or continuance of the Bankruptcy Cases and the financial conditions giving rise to such Bankruptcy Cases (x) the failure to pay Periodic Discount Amount and other monetary obligations when due, (y) defaults under Section 2.3(a), and (z) defaults attributable to Seller's failure to comply with its obligations under Part 6 (Financial Statements, Annual Return and Audit) of the Companies Act 2014 (as amended) and such other requirements statutory or otherwise of the Seller to keep proper books of account, prepare financial statements and file such financial statements together with any annual returns with the Irish Companies Registration Office and (ii) is not in violation of any material respect of any law, ordinance, governmental rule, regulation, judgment, order or decree of any government, court or governmental agency to which it or any property of Seller may be except for the Seller's obligations under Part 6 (Financial Statements, Annual Return and Audit) of the Companies Act 2014 (as amended) and such other requirements statutory or otherwise of the Seller to keep proper books of account, prepare financial statements and file such financial statements together with any annual returns with the Irish Companies Registration Office.

(f) To its knowledge, no Seller Event of Default has occurred and is continuing, other than (w) the existence or continuance of the Bankruptcy Cases and the financial conditions giving rise to such Bankruptcy Cases (x) the failure to pay Periodic Discount Amount and other monetary obligations when due, (y) defaults under Section 2.3(a), and (z) defaults attributable to Seller's failure to comply with its obligations under Part 6 (Financial Statements, Annual Return and Audit) of the Companies Act 2014 (as amended) and such other requirements statutory or otherwise of the Seller to keep proper books of account, prepare financial statements and file such financial statements together with any annual returns with the Irish Companies Registration Office.

(g) No material litigation, arbitration or administrative proceedings are pending or to its knowledge threatened against Seller.

(h) Seller is in compliance in all material respects with all applicable laws, ordinances, rules, regulations, and requirements of governmental authorities applicable to it, other

than Seller's failure to comply with its obligations under Part 6 (Financial Statements, Annual Return and Audit) of the Companies Act 2014 (as amended) and such other requirements statutory or otherwise of the Seller to keep proper books of account, prepare financial statements and file such financial statements together with any annual returns with the Irish Companies Registration Office .

(i) All of Seller's property and assets (including its rights under the Assigned Purchase Agreement) are free and clear of all Liens (other than the Liens created by the Security Agreement).

(j) Seller has not entered into any business or other activity, save for that contemplated or expressly permitted by the Transaction Documents.

(k) The Assigned Purchase Agreement is in full force and effect and is enforceable against Seller in accordance with its terms.

(l) Seller is not in default under the Assigned Purchase Agreement, and to Seller's knowledge, Manufacturer is not in default under the Assigned Purchase Agreement.

(m) Seller has provided Purchasers a true and complete copy of the Assigned Purchase Agreement; provided that the Assigned Purchase Agreement does not set forth the Seller's purchase prices for the Aircraft.

**Section 2.2 Seller Guarantor Representations and Warranties.** Seller Guarantor represents and warrants to Purchasers that the following statements are on the date hereof true and accurate:

(a) Seller Guarantor is a limited liability company (*sociedad anónima de capital variable*) duly incorporated under the laws of Mexico and has the company power to own its assets and carry on its business as it is being conducted.

(b) Subject to approval by the Bankruptcy Court of the transactions contemplated by the Amendment Documents to which it is, or will be, a party, Seller Guarantor has all requisite company power and authority and all necessary consents, approvals, authorizations, orders, registrations, qualifications, licenses and permits of and from all public regulatory or governmental agencies and bodies, to enter into all such Amendment Documents and to perform its obligations thereunder.

(c) Subject to approval by the Bankruptcy Court of the transactions contemplated by the Amendment Documents to which it is, or will be, a party, this Amendment and each of such other Amendment Document have been duly authorized, executed and delivered by Seller Guarantor, and each of this Amendment and such other Amendment Documents constitutes Seller Guarantor's legal, valid and binding obligation, enforceable against Seller Guarantor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting creditors' rights generally and general principles of equity.

(d) The entry into and performance by Seller Guarantor of, and the transactions contemplated by, the Amendment Documents to which it is a party do not conflict with (i) any Applicable Law applicable to it, (ii) the constitutional documents of Seller Guarantor or (iii) any agreement or instrument binding upon it or any of its assets.

(e) Seller Guarantor (a) is not in violation of its constitutional documents, (b) is not in default in any material respect and no event has occurred which with notice or lapse of time or both would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any agreement or instrument or any Transaction Document to which it is, or will be, a party and (c) is not in violation of any material respect of any law, ordinance, governmental rule, regulation, judgment, order or decree of any government, court or governmental agency to which it or any property of Seller Guarantor may be subject.

(f) Other than the Bankruptcy Cases, no material litigation, arbitration or administrative proceedings are pending or to its knowledge threatened against Seller Guarantor which could reasonably be expected to have a material adverse effect on Seller Guarantor's ability to perform its obligations under the Agreement or the other Transaction Documents to which it is a party.

(g) To Seller Guarantor's knowledge, Manufacturer is not in default under the Assigned Purchase Agreement.

**Section 2.3 Purchaser and Trust Company Representations and Warranties.** Each Purchaser and Trust Company in its individual capacity represents and warrants to Seller that the following statements are on the date hereof true and accurate:

(a) The Trust Company is a community bank duly organized and validly existing and in good standing under the laws of the Utah and the Trust Company and each Trust is a tax resident of the United States of America for purposes of the United States-Mexico Tax Treaty and each Trust is organized under and subject to the laws of the United States or a jurisdiction that has in force a comprehensive exchange of information agreement as provided in Mexican provisions and such information is effectively exchanged.

(b) each of the Trust Company and each Purchaser has all requisite power and authority and all necessary consents, approvals, authorizations, orders, registrations, qualifications, licenses and permits of and from all public regulatory or governmental agencies and bodies, to enter into all Amendment Documents to which it is, or will be, a party and to perform its obligations thereunder.

(c) This Amendment and each of the other Amendment Documents to which it is a party have been duly authorized, executed and delivered by it, and each of this Amendment and such other Amendment Documents constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting creditors' rights generally and general principles of equity.

(d) The entry into and performance by it of, and the transactions contemplated by, the Amendment Documents to which it is a party do not conflict with (i) any Applicable Law

applicable to it, (ii) its constitutive documents, or (iii) any agreement or instrument binding upon it or its assets.

**Section 2.4 Purchaser Guarantor Representations and Warranties.** Purchaser Guarantor represents and warrants to Seller that the following statements are on the date hereof true and accurate:

(a) Purchaser Guarantor is a company duly incorporated under the laws of Delaware and has the corporate power to own its assets and carry on its business as it is being conducted.

(b) Purchaser Guarantor has all requisite corporate power and authority and all necessary consents, approvals, authorizations, orders, registrations, qualifications, licenses and permits of and from all public regulatory or governmental agencies and bodies, to enter into all Amendment Documents to which it is, or will be, a party and to perform its obligations thereunder.

(c) This Amendment and each of the other Amendment Documents to which Purchaser Guarantor is a party have been duly authorized, executed and delivered by it, and each of this Amendment and such other Amendment Documents constitutes Purchaser Guarantor's legal, valid and binding obligation, enforceable against Purchaser Guarantor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting creditors' rights generally and general principles of equity.

(d) The entry into and performance by Purchaser Guarantor of, and the transactions contemplated by, the Amendment Documents to which it is a party do not conflict with (i) any Applicable Law applicable to it, (ii) the constitutive documents of Purchaser Guarantor or (iii) any agreement or instrument binding upon it or any of its assets.

### **ARTICLE III EFFECTIVENESS; CONDITIONS PRECEDENT**

**Section 3.1 Condition to Effectiveness of this Amendment.** This Amendment shall become effective when the Bankruptcy Court Order becomes a Final Order.

**Section 3.2 Conditions to Effective Date.** The agreements and confirmations set forth in Article IV (*Agreements and Confirmations*) and the specific amendments to the IPA set forth in Article V (*Specific IPA Amendments*) shall become effective on the date (the "**Effective Date**") when the Effective Date Confirmation is executed and delivered by all parties hereto. Each of the parties hereto shall execute and deliver the Effective Date Confirmation confirming that the Effective Date has occurred when it is satisfied that all conditions for its benefit set out in Appendix 2 have been satisfied or waived by it.

### **ARTICLE IV AGREEMENTS AND CONFIRMATIONS**

**Section 4.1 Termination of Sale and Purchase of [REDACTED].**

(a) Notwithstanding any provision of the IPA to the contrary, all obligations of Purchaser [REDACTED] to purchase Aircraft [REDACTED] and Seller to sell that Aircraft are hereby terminated. On the later of (i) immediately before the moment that Manufacturer delivers Aircraft [REDACTED] and (ii) [REDACTED] Seller Guarantor will pay to Seller the amount of [REDACTED] which is the amount of the Installment Payments paid under the IPA in respect of [REDACTED], plus the principal and interest on the Seller Note in respect of Aircraft [REDACTED] (or such principal and interest will be discharged) and Seller will pay the amount of such Installment Payments to Purchaser [REDACTED] (it being agreed that the provisions of Section 5.3 shall apply to such payments). Upon Purchaser [REDACTED] receipt of such payment of such Installment Payments and provided that there shall then be no other amounts then due to any Purchaser or the Security Trustee under the Transaction Documents as amended hereby and by the other Amendment Documents in respect of the period after the Effective Date, Purchaser [REDACTED] or the Security Trustee shall execute and deliver to or as directed in writing by Seller any appropriate instruments reasonably required releasing the Collateral as it pertains to Aircraft [REDACTED] and the Assigned Purchase Agreement in respect of that Aircraft from the Lien of the Security Agreement, and Purchaser Guarantor and the Security Trustee shall execute and deliver such instruments as aforesaid and, at Seller's expense, will execute and deliver such other instruments or documents as may be reasonably requested by Seller to give effect to such release.

(b) From and after the Effective Date, all rights, and obligations of each party under Sections 3.1 (*Purchase and Sale*), 3.2 (*Leases*), and 3.3 (*No Liens*), and Article IV (*Conditions Precedent*) Sections 5.1(b)-(f), Article VI (*Pre-Delivery Inspection*), Article VII (*Delivery*), Article VIII (*Aircraft Condition & Warranties*) and Article IX (*Registration Fees*) of the IPA and under the Agency Agreement in respect of Aircraft [REDACTED] shall cease and be discharged.

(c) Without prejudice to Section 4.3, each of the Lease, the Lease Guarantee and the Owner Participant Letter in respect of Aircraft [REDACTED] is hereby terminated and none of Seller, Seller Guarantor, any Purchaser or Purchaser Guarantor shall have any further claims, obligations, or liabilities thereunder or in respect thereof.

(d) Effective as of the time of the delivery of the release referred to in Section 4.1(a), all rights and obligations of Seller and Seller Guarantor under the BFE Purchase Agreement in respect of Aircraft [REDACTED] shall terminate and neither Seller nor Seller Guarantor shall have any further claims, obligations, or liabilities thereunder in respect of Aircraft [REDACTED].

#### **Section 4.2 Confirmation of Aircraft, Installment Payments and Advance Payments.**

(a) As of the Effective Date, (i) Seller Guarantor will assign absolutely to Seller pursuant to the Purchase Agreement Assignment all rights under the Purchase Agreement in respect of [REDACTED] including the right to purchase such Aircraft, and (ii) all obligations of Seller to purchase [REDACTED] and all obligations of Manufacturer to sell such Aircraft under the Assignment Purchase Agreement shall be terminated and the Assigned Purchase Agreement will be otherwise amended pursuant to the APA Amendment. Purchasers and Purchaser Guarantor consent to all of the foregoing.

(b) As of the Effective Date, all references to the manufacturer's serial number "[REDACTED]Purchaser[REDACTED]Purchaser [REDACTED]and to the [REDACTED]in the IPA and the other Transaction Documents (other than in the IPA Amendment, any other Amendment Document and the definition of MSN [REDACTED]Trust Agreement in the IPA) shall be amended to references to manufacturer's serial number[REDACTED]and to the "MSN [REDACTED], respectively.

(c) As of the Effective Date, all references to the manufacturer's serial number [REDACTED]Purchaser [REDACTED]Purchaser [REDACTED]and to the [REDACTED]Trust Agreement[REDACTED]in the IPA and the other Transaction Documents (other than the in IPA Amendment, any other Amendment Document and the definition of MSN [REDACTED]Trust Agreement in the IPA) shall be amended to references to manufacturer's serial number[REDACTED]Purchaser[REDACTED]Purchaser[REDACTED]and to the [REDACTED]Trust Agreement", respectively.

(d) Without prejudice to Section 4.3, as of the Effective Date, the Lease Guarantees and the Owner Participant Letters in respect of Aircraft MSN [REDACTED] and Aircraft MSN [REDACTED]are hereby terminated as of the Effective Date, and from and after the Effective Date, none of Seller, Seller Guarantor, any Purchaser or Purchaser Guarantor shall have any further claims, obligations, or liabilities thereunder or in respect thereof.

(e) As of the Effective Date, (i) the Installment Payments previously [REDACTED].

(f) As of the Effective Date, the amount of the Installment Payments, Advance Payments and Seller Note balances in respect of each Undelivered Aircraft are set forth on Appendix 3 (*Installment Payment and Advance Payment Balances for Undelivered Aircraft*). Seller and Seller Guarantor confirm that the Principal Amount Outstanding (as defined in the Seller Note) and accrued interest on the Seller Note is [REDACTED]. As of the Effective Date, Seller and Seller Guarantor will agree on allocations of this amount among the Undelivered Aircraft.

#### Section 4.3 **No Periodic Discount Amount. Claims.**

(a) Without prejudice to Section 4.3(b), from and after the Effective Date: (i) neither Seller nor Seller Guarantor will be obligated to pay any Periodic Discount Amount under the IPA, and (ii) the parties agree that the Periodic Discount Amount shall cease to be a Seller Obligation. Purchasers and Purchaser Guarantor release Seller and Seller Guarantor from any and all obligations to pay (i) any Periodic Discount Amount due and payable as of or after the commencement of the Bankruptcy Cases, and (ii) any amounts under Section 10.9 (*Fees, Expenses and Indemnities*) of the IPA in respect of such Periodic Discount Amount.

(b) Purchaser Guarantor on behalf of itself and its Affiliates, including any grantor trust in respect of which Purchaser Guarantor or any of its Affiliates is the beneficiary or an owner participant (Purchaser Guarantor and such Affiliates, the "JSA Parties") and Seller Guarantor agree and stipulate that that (i) the Purchaser Guarantor shall be deemed to hold an allowed unsecured non-priority prepetition claim against the bankruptcy estate of Seller Guarantor in the aggregate amount of \$95,000,000 (the "**Prepetition Damages Claim**") in accordance with the



Bankruptcy Court Order as damages for all prepetition breaches, defaults and termination events under the IPA and all leases between the JSA Parties and Seller Guarantor as lessee (the “**Prepetition Breaches**”) and in order to induce the JSA Parties to consent to all modifications as contemplated herein, in any other Amendment Document or in any other agreement executed concurrently herewith or therewith, (ii) no breach, default, termination event or other like consequence will arise hereunder based upon the Prepetition Breaches or based upon the filing or continuance of the Bankruptcy Cases themselves, and (iii) the Prepetition Damages Claim is freely transferable by the Purchaser Guarantor (or other JSA Parties), in whole or in part, at any time before or after confirmation of Seller Guarantor’s Chapter 11 plan of reorganization.

**Section 4.4 Acknowledgment and Ratification of Liens.**

(a) Each of Seller Guarantor and Seller acknowledges and ratifies the Lien granted by Seller to Security Trustee under the Security Agreement over the Collateral (as defined in the Security Agreement), and the continued perfection of such Lien over such Collateral in existence as of the Effective Date. Seller agrees to provide documents and instruments necessary or advisable (as determined by the Security Trustee) to perfect such Liens and to reflect the transactions contemplated by this Amendment, including UCC financing statements or amendments thereto and filings with the Irish Companies Registration Office.

**Section 4.5 Existing Defaults.** Purchasers and Purchaser Guarantor agree that, as of the Effective Date, any and all Seller Events of Default and Lease Events of Default and the breaches referred to in Section 2.1 have been cured or are hereby waived.

**Section 4.6 Guarantee Confirmations.** Subject to approval by the Bankruptcy Court of the transactions contemplated by the Amendment Documents, Seller Guarantor hereby confirms that it assumes the Seller Guarantee and the Seller Guarantee remains in full force and effect with respect to the Seller Obligations as modified and amended by the Amendment Documents. Seller Guarantor further confirms that all fees, expenses and other payments and actions necessary to preserve, renew and keep in full force and effect, the Seller’s corporate existence and the Seller’s rights, privileges, assets and franchises necessary or desirable in the normal conduct of business and which are material to the Seller’s business in accordance with the Seller Obligation in Section 2.5(c) of the IPA, will be paid and taken.

**Section 4.7 No Other Amendments; IPA Continuing.** Other than as provided in this Amendment, the terms and conditions of the IPA remain unchanged and shall continue in full force and effect.

**Section 4.8 Consent to Amendment Documents.** Notwithstanding any provision of the Transaction Documents to the contrary, Purchasers and Purchaser Guarantor consent to each of Seller’s and Seller Guarantor’s execution and delivery of the Amendment Documents to which it is a party, and Seller and Seller Guarantor entering into the Amendment Documents and performing their respective obligations thereunder shall not constitute a Seller Event of Default or a default under or a breach of any provision of any Transaction Document.

## ARTICLE V

### SPECIFIC IPA AMENDMENTS

Section 5.1 **Amendments.** Effective as of the Effective Date, the IPA shall be amended as follows:

(a) Section 1.1 (*Definitions*) shall be amended as follows:

(i) The defined term “Date Certain” shall be amended and restated to read as follows:

“**“Date Certain”** means, with respect to any Aircraft, the earlier of [REDACTED].”

(ii) The defined term “Lease” shall be amended and restated to read as follows:

“**“Lease”** means, for each Aircraft other than Aircraft [REDACTED]the aircraft lease agreement for such Aircraft between the Purchaser for such Aircraft and the Lessee. The aircraft lease agreement in respect of Aircraft [REDACTED]has been terminated pursuant to the IPA Amendment.”

(iii) The defined term “Lease Guarantee” shall be deleted.

(iv) The defined term “[REDACTED]” shall be amended and restated to read as follows:

“**“[REDACTED].”**

(v) The defined term “[REDACTED]” shall be amended and restated to read as follows:

“**“[REDACTED].”**

(vi) The defined term “Purchaser Obligations” shall be deemed not to include any obligation to pay further Installment Payments, the Final Payment or any obligation with respect to the Aircraft[REDACTED].

(vii) The defined term “Seller Obligation” shall be amended by the deletion of the text “Periodic Discount Amounts,” in the fifth line thereof.

(viii) The defined term “State of Registration” shall be amended and restated to read as follows:

“**“State of Registration”** in respect of any Aircraft, has the meaning set forth in the Lease for that Aircraft.”

(ix) The defined term “Transaction Documents” shall be amended by replacing the text “each Lease Guarantee” in the first line thereof with the words: “the IPA Amendment and each agreement entered into by any of the parties thereto contemplated thereby,”.

(x) The following defined terms shall be inserted in their respective proper alphabetical order:

“**Bankruptcy Cases**” means the Chapter 11 cases and proceedings initially filed by Seller Guarantor and its affiliates on July 1, 2020 under the lead case no. 20-11563 with the Bankruptcy Court and all affiliated and associated filings and proceedings in any other court or jurisdiction relating to such cases.

“**IPA Amendment**” means the Installment Purchase Agreement Amendment, dated as of [●], 2021, among the parties hereto.”

(xi) The defined terms “Non-Permitted Delay”, “Non-Permitted Delay Period”, “Permitted Delay” and “Permitted Delay Period” shall be deleted.

(b) Section 3.2(a) and (b) (*Leases*) shall be amended and restated to read as follows:

“(a) If Seller wishes to reduce the Purchase Price for an Aircraft in accordance with Section 5.1(a) (*Purchase Price; Installment Payments; Final Payments*), Seller shall notify Purchaser Guarantor of the contemplated Purchase Price for that Aircraft. Promptly following receipt of any such notification, Purchaser Guarantor shall provide a quote for the Basic Rent for such Aircraft. If Seller accepts such quote, the quoted amount shall be the Basic Rent for that Aircraft and the contemplated Purchase Price shall be the Purchase Price for that Aircraft.

(b) For each Lease and Aircraft, the amount referred to in the definition of “Agreed Value” in clause 4 (*Insurance and Default Matters*) of Part A of Schedule 4 (*Financial Terms Annex*) of that Lease [REDACTED].”

(c) Section 3.3 (*No Liens*) shall be amended and restated to read as follows:

“Each Aircraft shall at the time of its Delivery be free and clear of any Liens other than Permitted Liens (as defined in the Lease); provided that with respect to the Aircraft [REDACTED] has received the payment to which it is entitled under Section 4.1(a) of the IPA Amendment and thereafter this Section 3.3 shall be deemed not to apply to such Aircraft.”

(d) Section 5.1(a) (*Purchase Price; Installment Payments; Final Payment*) shall be amended to replace the reference to “[REDACTED]”.

(e) Sections 7.2(b), 7.2(b)(i) and 7.2(b)(ii) (*Delayed Delivery*) shall be amended and restated to read as follows:

“(b) Seller shall not agree to extend the scheduled delivery of any Aircraft [REDACTED].”

(f) Section 8.4 (*Aircraft Condition & Warranties*) shall be amended and restated to read as follows:

“Section 8.4 Seller will not be responsible for any Losses (including loss of profit) suffered or incurred by Purchasers arising from or in connection with the delay or non-delivery of the Aircraft unless such delay or non-delivery results from a default by Seller under any Transaction Document unrelated to a Purchaser Event of Default; and

(g) Section 10.3 (*Fees, Expenses and Indemnities*) shall be deleted and replaced by the text “Intentionally Omitted”.

(h) Section 11.1 (*Seller Events of Default*) shall be amended by the insertion of the following paragraph at the end of such Section:

“Notwithstanding the foregoing provisions of this Section 11.1, the existence or continuance of the Bankruptcy Cases and the financial conditions giving rise to such Bankruptcy Cases shall not be a Seller Event of Default for the purposes of this Agreement and the other Transaction Documents.”

(i) Section 11.1(k) (*Seller Events of Default*) shall be amended and restated to read as follows:

“(k) There is a delay in the Delivery of the Aircraft [REDACTED] caused by the willful misconduct or gross negligence of Seller or Seller Guarantor or a breach of this Agreement or any other Transaction Document by Seller or Seller Guarantor.”

(j) Section 12.1(j) (*Purchaser Events of Default*) shall be amended and restated to read as follows:

“(j) There is a delay in the Delivery of the Aircraft [REDACTED] caused by the willful misconduct or gross negligence of a Purchaser or Purchaser Guarantor.”

(k) Section 13.1(b) (*Termination*) shall be amended and restated to read as follows:

“(b) If Delivery for an Aircraft [REDACTED], the applicable Purchaser may terminate this Agreement in respect of that Aircraft by giving written notice of the exercise of such termination rights to the other parties hereto.”

(l) Section 14.1(a) (*Guarantee*) shall be amended by the deletion of the text “Periodic Discount Amount,” from the fifth line thereof.

(m) Part A (*Description of Aircraft*) of Schedule 1 of the IPA shall be deleted and replaced with Appendix 4 (*Description of Aircraft*) hereto.

(n) Schedule 3 (*Purchase Price and Scheduled Delivery Periods*) of the IPA shall be deleted and replaced with Appendix 5 (*Purchase Price and Scheduled Delivery Periods*) hereto.

(o) Schedule 3, Part E (Seller Conditions Precedent for the Delivery) paragraph 7 shall be deemed deleted.

## ARTICLE VI

### MISCELLANEOUS

Section 6.1 **No Assignment.** The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. None of Seller, Seller Guarantor, any Purchaser and Purchaser Guarantor shall assign or transfer all or any of its rights and/or obligations under this Amendment without the prior written consent of Purchaser Guarantor in the case of assignments or transfers by Seller or Seller Guarantor or Seller in the case of assignments or transfers by Purchasers or Purchaser Guarantor.

Section 6.2 **Counterparts.** This Amendment may be executed in any number of separate counterparts and each counterpart shall when executed and delivered be an original document but all counterparts shall together constitute one and the same instrument.

Section 6.3 **Notices.** The provisions of Section 16.3 (*Notices*) of the IPA (as amended hereby) are hereby incorporated into this Amendment *mutatis mutandis*, and in the case of the Purchasers, to the following address:

[REDACTED]

Section 6.4 **Amendments in Writing.** This Amendment shall not be amended or supplemented, or any provision hereof waived, without the consent in writing of each party.

Section 6.5 **Illegality.** If any part of this Amendment becomes invalid, illegal or unenforceable under any Applicable Law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected.

Section 6.6 **Whole Agreement.** This Amendment, the Bankruptcy Court Order and the other Amendment Documents constitute the entire Amendment between the parties hereto in relation to the amendment of the IPA as contemplated herein and matters related thereto and supersede all previous proposals, representations, amendments and other written and oral communications in relation thereto.

Section 6.7 **Costs and Expenses.** Notwithstanding any provision of the IPA or any other Transaction Document to the contrary, including Section 10.1 (*Fees, Expenses and Indemnities*) of the IPA, (a) Seller Guarantor shall pay its own and Seller's costs and expenses (including legal fees) in connection with the negotiation of this Amendment and the other

Amendment Documents and as may be required to obtain the Bankruptcy Courts approval, and (b) Purchaser Guarantor shall pay its own and Purchasers' and Trust Company's costs and expenses (including legal fees) in connection with the negotiation of this Amendment and the other Amendment Documents and as may be required to obtain the Bankruptcy Courts approval.

**Section 6.8 Disclosure.** Notwithstanding any provision of the IPA or any other Transaction Document to the contrary, Seller Guarantor may disclose this Amendment, any other Amendment Document and any Transaction Document (a) as may be required to obtain the Bankruptcy Court's approval of this Amendment or the other Amendment Documents; or (b) to the U.S. Trustee, the Unsecured Creditors Committee or the entities providing the debtor-in-possession financing to Seller Guarantor, its Affiliates and any of their respective related Persons; provided that Seller Guarantor shall use commercially reasonable efforts to ensure that the such disclosures are made under seal, or that all proprietary and commercially sensitive information redacted to, and in the case of the Unsecured Creditors Committee that disclosure is made subject to review by professionals only.

**Section 6.9 Electronic Signatures.** In connection with the performance of their respective duties hereunder, each party may give notices, consents, directions, approvals, instructions and requests to, and otherwise communicate with, each other using electronic means, including email transmission to such email addresses as each such party shall designate to the other parties, and, if necessary or if requested by the other party or parties, with an "electronic signature" or other "electronic record" (as such terms are defined in the New York State Electronic Signatures and Records Act). Delivery of an executed counterpart of this Amendment or any other Amendment Document by facsimile, email, "electronic signature" or other "electronic record" will be deemed as effective as delivery of an originally executed counterpart. Any party delivering an executed counterpart of this Amendment or any other Amendment Document by facsimile, email, "electronic signature" or other "electronic record" will also deliver an originally executed counterpart thereof, but the failure of any party to deliver an originally executed counterpart of this Amendment or any other Amendment Document will not affect the validity or effectiveness of this Amendment or such other Amendment Document.

**Section 6.10 Transaction Documents.** This Amendment and the other Amendment Documents shall constitute Transaction Documents as defined in the IPA.

## **ARTICLE VII**

### **GOVERNING LAW AND JURISDICTION**

**Section 7.1 GOVERNING LAW AND JURISDICTION.** THIS AMENDMENT, AND ANY CLAIM OR CONTROVERSY ARISING OUT OF OR IN CONNECTION THEREWITH OR ANY MATTER ARISING THEREUNDER, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, SHALL IN ALL RESPECTS, BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICT OF LAW PRINCIPLES.

**Section 7.2 JURY WAIVER.** EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT

OF OR RELATING TO THIS AMENDMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 7.3 The provisions of Sections 17.2, 17.3, 17.4 and 17.6 (*Governing Law and Jurisdiction*) are hereby incorporated in this Amendment *mutatis mutandis*.

## **ARTICLE VIII**

### **LIMITATION ON RECOURSE AND NON-PETITION**

Section 8.1 Notwithstanding any other provision of this Amendment to the contrary:

(a) neither Purchasers nor Purchaser Guarantor shall institute against, or join any other Person in instituting against, Seller, any bankruptcy, reorganization, arrangement, insolvency, examinership, winding-up, moratorium or liquidation proceedings, or other similar proceedings under Irish law, or the laws of any other applicable jurisdiction;

(b) without prejudice to Section 4.5(a) (*Guarantee Confirmations*) and Article XIV (*Seller Guarantee*) of the IPA and the other undertakings of Seller Guarantor in the Transaction Documents, the obligations of Seller to Purchasers and Purchaser Guarantor under and in connection with this Amendment and the other Amendment Documents shall be limited recourse obligations payable solely from the available assets of Seller. No recourse shall be had against any shareholder, employee, officer, director or agent of Seller under or in connection with this Amendment, it being understood and agreed that the obligations of Seller hereunder are corporate obligations; and

(c) this Article VIII shall survive the termination of this Amendment and the IPA.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF this Amendment has been signed on the day and year first above written.

**SELLER**  
CABALLERO AGUILA AIRCRAFT HOLDINGS  
LIMITED

By: \_\_\_\_\_  
Name:  
Title:



**SELLER GUARANTOR**  
AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**PURCHASER**

WELLS FARGO TRUST COMPANY,  
NATIONAL ASSOCIATION, not in its individual  
capacity, except as expressly provided herein, but  
solely as owner trustee under the [REDACTED]  
Trust Agreement

By: \_\_\_\_\_

Name:

Title:

**PURCHASER**

WELLS FARGO TRUST COMPANY,  
NATIONAL ASSOCIATION, not in its individual  
capacity, except as expressly provided herein, but  
solely as owner trustee under the [REDACTED]  
Trust Agreement

By: \_\_\_\_\_

Name:

Title:

**PURCHASER**

BANK OF UTAH, not in its individual capacity,  
except as expressly provided herein, but solely as  
owner trustee under the [REDACTED] Trust  
Agreement

By: \_\_\_\_\_

Name:

Title:

**PURCHASER**

BANK OF UTAH, not in its individual capacity,  
except as expressly provided herein, but solely as  
owner trustee under the [REDACTED] Trust  
Agreement

By: \_\_\_\_\_

Name:

Title:

**PURCHASER**

BANK OF UTAH, not in its individual capacity,  
except as expressly provided herein, but solely as  
owner trustee under the [REDACTED] Trust  
Agreement

By: \_\_\_\_\_

Name:

Title:

**PURCHASER GUARANTOR**  
JSA INTERNATIONAL U.S. HOLDINGS, LLC

By: \_\_\_\_\_  
Name:  
Title:

## Appendix 1

### Form of Effective Date Confirmation

#### EFFECTIVE DATE CONFIRMATION

Dated: \_\_\_\_\_, 2021

The undersigned hereby agree as follows:

1. This Effective Date Confirmation is entered into for purposes of the Installment Purchase Agreement Amendment, dated as of [●], 2021 (the “**Amendment**”), among the undersigned.
2. Terms used in this Effective Date Confirmation shall have the meanings given to them in the Amendment.
3. Purchasers and Purchaser Guarantor hereby confirm that as of the date hereof all conditions precedent in its favor set out in Part A (*Purchaser and Purchaser Guarantor Conditions Precedent to Effective Date*) of Appendix 2 (*Conditions Precedent*) of the Amendment have been satisfied or are hereby waived by Purchasers and Purchaser Guarantor.
4. Seller hereby confirms that as of the date hereof all conditions precedent in its favor set out in Part B (*Seller Conditions Precedent to Effective Date*) of Appendix 2 (*Conditions Precedent*) of the Amendment have been satisfied or are hereby waived by Seller.
5. Seller Guarantor hereby confirms that as of the date hereof all conditions precedent in its favor set out in Part C (*Seller Guarantor Conditions Precedent to Effective Date*) of Appendix 2 (*Conditions Precedent*) of the Amendment have been satisfied or are hereby waived by Seller Guarantor.
6. The Effective Date is the date of this Effective Date Confirmation.
5. This Effective Date Confirmation shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance, but excluding the conflict of laws provisions thereof.
6. This Effective Date Confirmation may be executed in any number of counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Effective Date Confirmation by telecopy or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Effective Date Confirmation.



**SELLER**

CABALLERO AGUILA AIRCRAFT HOLDINGS  
LIMITED

By: \_\_\_\_\_  
Name:  
Title:

**SELLER GUARANTOR**

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**PURCHASERS**

WELLS FARGO TRUST COMPANY,  
NATIONAL ASSOCIATION, not in its individual  
capacity, except as expressly provided herein, but  
solely as owner trustee under the [REDACTED]  
Trust Agreement

By: \_\_\_\_\_  
Name:  
Title:

WELLS FARGO TRUST COMPANY,  
NATIONAL ASSOCIATION, not in its individual  
capacity, except as expressly provided herein, but  
solely as owner trustee under the [REDACTED]  
Trust Agreement

By: \_\_\_\_\_  
Name:  
Title:

BANK OF UTAH, not in its individual capacity,  
except as expressly provided herein, but solely as  
owner trustee under the [REDACTED] Trust  
Agreement

By: \_\_\_\_\_  
Name:  
Title:

BANK OF UTAH, not in its individual capacity,  
except as expressly provided herein, but solely as  
owner trustee under the [REDACTED] Trust  
Agreement

By: \_\_\_\_\_  
Name:  
Title

BANK OF UTAH, not in its individual capacity,  
except as expressly provided herein, but solely as  
owner trustee under the [REDACTED] Trust  
Agreement

By: \_\_\_\_\_  
Name:  
Title:

**PURCHASER GUARANTOR**  
JSA INTERNATIONAL U.S. HOLDINGS, LLC

By: \_\_\_\_\_  
Name:  
Title:

## **Appendix 2**

### **Conditions Precedent**

#### **Part A**

#### **Purchaser and Purchaser Guarantor Conditions Precedent to Effective Date**

1. Purchasers shall have received a copy of (a) the constitutional documents of Seller, (b) the resolutions of the board of directors of Seller authorizing the transactions contemplated by the Amendment Documents to which it is a party and the power of attorney authorizing the execution by the attorneys named therein of the Amendment Documents to which it is or will be a party and any notices or other documents to be given pursuant thereto and (c) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of Seller, certified by an officer of Seller to be true and correct.
2. Purchasers shall have received a copy of (a) the constitutional documents of Seller Guarantor, (b) the resolutions of the board of directors of Seller Guarantor (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of Seller Guarantor the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which Seller Guarantor is a party, (c) if applicable, a power of attorney issued by or on behalf of Seller Guarantor, authorizing the execution by the attorneys named therein of the Amendment Documents to which Seller Guarantor is a party, and (d) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of Seller Guarantor, certified by an officer of Seller Guarantor to be true and correct.
3. Purchasers shall have received evidence of signing authority of the persons executing Amendment Documents on behalf of Manufacturer.
4. The representations and warranties given by Seller, Seller Guarantor and Manufacturer in the Amendment Documents to which they are a party are true and correct.
5. Purchasers shall be reasonably satisfied that all necessary or advisable consents, registrations, filings, approvals, licenses and authorizations shall have been obtained in connection with Seller's, Seller Guarantor's and Manufacturer's execution, delivery and performance of their respective obligations under Amendment Documents to which they are a party.
6. The Bankruptcy Court Order shall be a Final Order.
7. The following Amendment Documents shall have been duly authorized, executed and delivered by the party or parties thereto (other than Purchasers or Purchaser Guarantor), and shall each be satisfactory in form and substance to Purchasers and shall be in full force and effect:
  - (a) the APA Amendment, and the Effective Date Confirmation as defined therein;

- (b) the Purchase Agreement Assignment;
- (c) the Keep Well Agreement;
- (d) the New Leases;
- (e) the Mortgage Amendment;
- (f) the Share Mortgage Amendment;
- (g) the Consent Amendment; and
- (h) the Agency Agreement Amendment.

**Part B**  
**Seller Conditions Precedent to Effective Date**

1. Seller shall have received a certified copy of (a) the organizational documents of the Trust Company, (b) written evidence of appropriate corporate action authorizing the execution, delivery and performance of the Amendment Documents to which any of the Trust Company or any Purchaser is a party and appointing a specified Person or Persons to execute the Amendment Documents on its behalf and on behalf of each Purchaser, and (c) a specimen of the signature of each Person authorized to execute such Amendment Documents on behalf of the Trust Company and Purchasers.
2. Seller shall have received a copy of (a) the constitutional documents of Purchaser Guarantor, (b) the resolutions of the board of directors of Purchaser Guarantor (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of Purchaser Guarantor the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which Purchaser Guarantor is a party, (c) if applicable, a power of attorney issued by or on behalf of Purchaser Guarantor, authorizing the execution by the attorneys named therein of the Amendment Documents to which Purchaser Guarantor is a party and (d) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of Purchaser Guarantor, certified by an officer of Purchaser Guarantor to be true and correct.
3. Seller shall have received a copy of (a) the constitutional documents of Seller Guarantor, (b) the resolutions of the board of directors of Seller Guarantor (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of Seller Guarantor the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which Seller Guarantor is a party, (c) if applicable, a power of attorney issued by or on behalf of Seller Guarantor, authorizing the execution by the attorneys named therein of the Amendment Documents to which Seller Guarantor is a party, and (d) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of Seller Guarantor, certified by an officer of Seller Guarantor to be true and correct.
4. The representations and warranties given by Trust Company, Seller Guarantor, Purchasers and Purchaser Guarantor in the Amendment Documents to which they are a party are true and correct.
5. Seller shall be reasonably satisfied that all necessary or advisable consents, registrations, filings, approvals, licenses and authorizations shall have been obtained in connection with Seller Guarantor's, Purchasers' and Purchaser Guarantor's execution, delivery and performance of their respective obligations under Amendment Documents to which they are a party.
6. Seller shall be reasonably satisfied that each of Seller Guarantor, each Purchaser and Purchaser Guarantor have received all regulatory and statutory approvals required for

the execution, delivery and performance of its obligations under the Amendment Documents to which it is a party.

7. The Bankruptcy Court Order shall be a Final Order.
8. The following Amendment Documents shall have been duly authorized, executed and delivered by the party or parties thereto (other than Seller), shall each be satisfactory in form and substance to Seller and shall be in full force and effect:
  - (a) the APA Amendment, and the Effective Date Confirmation as defined therein;
  - (b) the Purchase Agreement Assignment; and
  - (c) the Keep Well Agreement.



**Part C**  
**Seller Guarantor Conditions Precedent to Effective Date**

1. Seller Guarantor shall have received a certified copy of (a) the organizational documents of the Trust Company, (b) written evidence of appropriate corporate action authorizing the execution, delivery and performance of the Amendment Documents to which any of the Trust Company or any Purchaser is a party and appointing a specified Person or Persons to execute the Amendment Documents on its behalf and on behalf of each Purchaser, and (c) a specimen of the signature of each Person authorized to execute such Amendment Documents on behalf of the Trust Company and Purchasers.
2. Seller Guarantor shall have received a copy of (a) the constitutional documents of Purchaser Guarantor, (b) the resolutions of the board of directors of Purchaser Guarantor (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of Purchaser Guarantor the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which Purchaser Guarantor is a party, (c) if applicable, a power of attorney issued by or on behalf of Purchaser Guarantor, authorizing the execution by the attorneys named therein of the Amendment Documents to which Purchaser Guarantor is a party and (d) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of Purchaser Guarantor, certified by an officer of Purchaser Guarantor to be true and correct.
3. Seller Guarantor shall have received a copy of (a) the constitutional documents of Seller, (b) the resolutions of the board of directors of Seller authorizing the transactions contemplated by the Amendment Documents to which it is a party and the power of attorney authorizing the execution by the attorneys named therein of the Amendment Documents to which it is or will be a party and any notices or other documents to be given pursuant thereto and (c) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of Seller, certified by an officer of Seller to be true and correct.
4. The representations and warranties given by each of Trust Company, Purchasers, Purchaser Guarantor and Seller in the Amendment Documents to which it is a party are true and correct.
5. Seller Guarantor shall be reasonably satisfied that all necessary or advisable consents, registrations, filings, approvals, licenses and authorizations shall have been obtained in connection with Purchasers', Purchaser Guarantor's and Seller's execution, delivery and performance of their respective obligations under Amendment Documents to which they are a party.
6. Seller Guarantor shall be reasonably satisfied that each of Seller, each Purchaser and Purchaser Guarantor has received all regulatory and statutory approvals required for the execution, delivery and performance of its obligations under the Amendment Documents to which it a party.

7. The Bankruptcy Court Order shall be a Final Order.
8. The following Amendment Documents shall have been duly authorized, executed and delivered by the party or parties thereto (other than Seller Guarantor), shall each be satisfactory in form and substance to Seller Guarantor and shall be in full force and effect:
  - (a) the APA Amendment, and the Effective Date Confirmation as defined therein;
  - (b) the Purchase Agreement Assignment;
  - (c) The Agency Agreement Amendment;
  - (d) the New Leases;
  - (e) the New Owner Participant Letters; and
  - (f) the Consent Amendment.

**Appendix 3**

**Installment Payments and Advance Payment Balances for Undelivered Aircraft**

<b>Aircraft MSN</b>	<b>Installment Payments</b>	<b>Advance Payments</b>
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

**Appendix 4**

**SCHEDULE 1**

**Part A  
Description of Aircraft**

Aircraft Manufacturer:	[REDACTED]
Aircraft Model and Series:	[REDACTED]
Manufacturer's Serial Number:	[REDACTED]
Engine Manufacturer and Model:	[REDACTED]
Engine Serial Numbers:	[REDACTED]

Aircraft Manufacturer:	[REDACTED]
Aircraft Model and Series:	[REDACTED]
Manufacturer's Serial Number:	[REDACTED]
Engine Manufacturer and Model:	[REDACTED]
Engine Serial Numbers:	[REDACTED]

Aircraft Manufacturer:	[REDACTED]
Aircraft Model and Series:	[REDACTED]
Manufacturer's Serial Number:	[REDACTED]
Engine Manufacturer and Model:	[REDACTED]
Engine Serial Numbers:	[REDACTED]

Aircraft Manufacturer:	[REDACTED]
Aircraft Model and Series:	[REDACTED]
Manufacturer's Serial Number:	[REDACTED]

Engine Manufacturer and Model:	[REDACTED]
Engine Serial Numbers:	[REDACTED]

Aircraft Manufacturer:	[REDACTED]
Aircraft Model and Series:	[REDACTED]
Manufacturer's Serial Number:	[REDACTED]
Engine Manufacturer and Model:	[REDACTED]
Engine Serial Numbers:	[REDACTED]

**Appendix 5**

**SCHEDULE 3**

**PURCHASE PRICE AND SCHEDULED DELIVERY PERIODS**

Airframe Manufacturer / Model [REDACTED]			
Aircraft #	MSN	Delivery Month	Purchase Price
[REDACTED] D]	[REDACTED] D]	[REDACTED]	[REDACTED]
[REDACTED] D]	[REDACTED] D]	[REDACTED]	[REDACTED]
[REDACTED] D]	[REDACTED] D]	[REDACTED]	[REDACTED]
[REDACTED] D]	[REDACTED] D]	[REDACTED]	[REDACTED]
[REDACTED] D]	[REDACTED] D]	[REDACTED]	

**Exhibit 1**

**BANKRUPTCY COURT ORDER**

[attached]

**Annex 4**

**Assigned Purchase Agreement Amendment**



Dated as of April [\_\_], 2021

CABALLERO AGUILA AIRCRAFT HOLDINGS LIMITED

THE BOEING COMPANY

and

AEROVÍAS DE MÉXICO, S.A. DE C.V.

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ASSIGNED PURCHASE AGREEMENT AMENDMENT

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This ASSIGNED PURCHASE AGREEMENT AMENDMENT dated as of April [\_\_\_], 2021 (as amended, supplemented and modified from time to time, this “**Amendment**”), is made between:

- (1) CABALLERO AGUILA AIRCRAFT HOLDINGS LIMITED, a private company limited by shares incorporated in Ireland (“**Purchaser**”);
- (2) THE BOEING COMPANY, a Delaware corporation (“**Boeing**”); and
- (3) AEROVÍAS DE MÉXICO, S.A. DE C.V., a limited liability company (*sociedad anónima de capital variable*) organized and existing under the laws of Mexico (“**AMX**”);

The parties to this Amendment hereby agree as follows:

## ARTICLE I

### INTERPRETATION

Section 1.1 **Definitions.** The following terms shall have the meanings indicated below:

“**Agency Agreement**” means the letter agreement dated August 29, 2017 from Purchaser, JSA, and AMX and acknowledged and agreed to by Boeing.

“**Agency Agreement Amendment**” means the letter agreement dated on or about the date hereof and executed or to be executed, as applicable, by Purchaser, JSA and AMX and consented to or to be acknowledged and agreed to, as applicable, by Boeing.

“**AGTA**” means the Aircraft General Terms Agreement AGTA-AMX dated November 1, 2002 between Boeing and AMX.

[REDACTED][REDACTED]

“**Amendment Documents**” means this Amendment, the Effective Date Confirmation, the IPA Amendment, the New PAA, the Agency Agreement Amendment, the Consent Amendment, Amendment No. 1 to the Mortgage dated as of the date hereof between Purchaser and Security Trustee and the Deed of Confirmation and Amendment dated on or about the date hereof between Acorn Investments Limited and Security Trustee.

“**Assigned Purchase Agreement**” means the Purchase Agreement as assigned absolutely by AMX to Purchaser pursuant to the Purchase Agreement Assignment and the New PAA.

“**Bankruptcy Cases**” means the Chapter 11 cases and proceedings initially filed by AMX and its affiliates on July 1, 2020 under the lead case no. 20-11563 with the Bankruptcy Court and

all affiliated and associated filings and proceedings in any other court or jurisdiction relating to such cases.

**“Bankruptcy Court”** means the United States Bankruptcy Court for the Southern District of New York.

**“Bankruptcy Court Order”** means an order entered by the Bankruptcy Court in form and substance acceptable to AMX (i) authorizing AMX’s entry into the transactions contemplated under this Amendment and the other Amendment Documents, (ii) providing for the assumption of the Guarantee, this Amendment and the other Amendment Documents, as applicable, pursuant to Section 365 of the Bankruptcy Code, allowing the PDA Claim as set forth in Section 4.3 (*No Periodic Discount Amount*), and (iii) finding that (a) all conditions to assumption set forth in Section 365(b) of the Bankruptcy Code have been satisfied, including the cure and/or waiver of all Seller Events of Default and Lease Events of Default (as defined in the IPA), (b) there are, as of the date of assumption, no monetary cure amounts due and owing under the Guarantee, any Transaction Document (as defined in the IPA), this Amendment or any other Amendment Documents and (c) there are no events or circumstances that with the giving of notice and/or the passage of time and/or the making of a relevant decision could constitute a Seller Event of Default or Lease Event of Default or that any such events or circumstances have been cured or waived.

**“Boeing Consent”** means the Boeing Consent to Collateral Assignment of Purchase Agreement Rights dated as of August 29, 2017 among Purchaser as assignor, Security Trustee as assignee and Boeing and acknowledged, agreed and consented to by AMX.

**“Consent Amendment”** means Amendment No. 1 to Boeing Consent to Collateral Assignment of Purchase Agreement Rights dated on or about the date hereof and executed or to be executed, as applicable, by Purchaser, Security Trustee, Boeing and AMX.

**“Effective Date”** has the meaning provided in Section 3.2 (*Conditions to Effective Date*).

**“Effective Date Confirmation”** means the Effective Date Confirmation substantially in the form of Appendix 1 (*Form of Effective Date Confirmation*) and executed or to be executed, as applicable, by the parties hereto.

**“Final Order”** means an order or judgment, the operation or effect of which has not been reversed, stayed, modified, or amended, and as to which order or judgment (or any reversal, stay, modification, or amendment thereof) (a) the time to appeal, seek certiorari, or request reargument or further review or rehearing has expired and no appeal, petition for certiorari, or request for reargument or further review or rehearing has been timely filed, or (b) any appeal that has been or may be taken or any petition for certiorari or request for reargument or further review or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, from which certiorari was sought, or to which the request was made, and no further appeal or petition for certiorari or request for reargument or further review or rehearing has been or can be granted; provided, however, with respect to either of the foregoing, no order or judgment shall fail to be a final order solely because of the possibility that a motion pursuant to Rule 60 of

the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed with respect to such order or judgment.

“**Guaranty**” means the Guaranty Agreement dated as of August 29, 2017 made by AMX in favor of Boeing.

“**IPA Amendment**” means the Installment Purchase Agreement Amendment dated on or about the date hereof and executed or to be executed, as applicable, by, the purchasers named therein, Purchaser as seller, AMX and JSA amending the Installment Purchase Agreement dated as of August 29, 2017 among such parties..

“**JSA**” means JSA International U.S. Holdings, LLC.

“**New PAA**” means the Purchase Agreement Assignment dated on or about the date hereof and executed or to be executed, as applicable, by AMX as assignor and Purchaser as assignee and consented to or to be consented to, as applicable, by Boeing.

“**Purchase Agreement**” means Purchase Agreement No. 3813 dated November 5, 2012 between Boeing and AMX under which AMX has agreed to purchase certain Boeing Model 737 MAX-8 and 737 MAX-9 aircraft incorporating the AGTA.

“**Purchase Agreement Assignment**” means the Purchase Agreement Assignment date as of August 29, 2017 between AMX as assignor and Purchaser as assignee as consented to by Boeing.

“**Scheduled Delivery Month**” means for any Undelivered Aircraft, the month set forth opposite such Undelivered Aircraft on Appendix 3.

“**Security Trustee**” means JSA as security trustee under the Mortgage and Security Agreement dated August 29, 2017 between Purchaser as assignor and grantor and JSA as assignee and security trustee, as amended from time to time.

“**Undelivered Aircraft**” means [REDACTED]

Section 1.2 **Construction.** Headings are to be ignored in construing this Amendment and unless the contrary intention is stated, a reference to:

(a) the definitions set forth in Section 1.1 (*Definitions*) shall apply equally to both the singular and plural forms of the terms defined;

(b) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms;

(c) the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”;

(d) this “Amendment”, any other Amendment Document or any other agreement or instrument is a reference to this Amendment, such other Amendment Document or

such other agreement or instrument as amended, novated, supplemented, extended or restated from time to time; and

(e) a Section or an Appendix is to a section of or an appendix to this Amendment.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.1 **Purchaser Representations and Warranties.** Purchaser represents and warrants to Boeing and AMX that the following statements are on the date hereof true and accurate:

(a) Purchaser is a private company limited by shares, duly incorporated under the laws of Ireland and has the company power to own its assets and carry on its business as it is being conducted.

(b) Purchaser has all requisite company power and authority and all necessary consents, approvals, authorizations, orders, registrations, qualifications, licenses and permits of and from all public regulatory or governmental agencies and bodies, to enter into all Amendment Documents to which it is, or will be, a party and to perform its obligations thereunder.

(c) This Amendment and each of the other Amendment Documents to which Purchaser is a party have been duly authorized, executed and delivered by Purchaser, and each of this Amendment and such other Amendment Documents constitutes Purchaser's legal, valid and binding obligation, enforceable against Purchaser in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting creditors' rights generally and general principles of equity.

(d) The entry into and performance by Purchaser of, and the transactions contemplated by, the Amendment Documents to which it is a party do not conflict with (i) any law applicable to it, (ii) the constitutional documents of Purchaser or (iii) any agreement or instrument binding upon it or any of its assets.

Section 2.2 **Boeing Representations and Warranties.** Boeing represents and warrants to Purchaser and AMX that the following statements are on the date hereof true and accurate:

(a) Boeing is a company duly incorporated under the laws of Delaware and has the corporate power to own its assets and carry on its business as it is being conducted.

(b) Boeing has all requisite corporate power and authority and all necessary consents, approvals, authorizations, orders, registrations, qualifications, licenses and permits of and from all public regulatory or governmental agencies and bodies, to enter into all Amendment Documents to which it is, or will be, a party and to perform its obligations thereunder.

(c) This Amendment and each of the other Amendment Documents to which Boeing is a party have been duly authorized, executed and delivered by it, and each of this Amendment and such other Amendment Documents constitutes Boeing's legal, valid and binding

obligation, enforceable against Boeing in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting creditors' rights generally and general principles of equity.

(d) The entry into and performance by Boeing of, and the transactions contemplated by, the Amendment Documents to which it is a party do not conflict with (i) any law applicable to it, (ii) the constitutive documents of Boeing or (iii) any agreement or instrument binding upon it or any of its assets.

**Section 2.3 AMX Representations and Warranties.** AMX represents and warrants to Purchasers and Boeing that the following statements are on the date hereof true and accurate:

(a) AMX is a limited liability company (*sociedad anónima de capital variable*) duly incorporated under the laws of Mexico and has the company power to own its assets and carry on its business as it is being conducted.

(b) Subject to approval by the Bankruptcy Court of the transactions contemplated by the Amendment Documents to which it is, or will be, a party, AMX has all requisite company power and authority and all necessary consents, approvals, authorizations, orders, registrations, qualifications, licenses and permits of and from all public regulatory or governmental agencies and bodies, to enter into all such Amendment Documents and to perform its obligations thereunder.

(c) Subject to approval by the Bankruptcy Court of the transactions contemplated by the Amendment Documents to which it is, or will be, a party, this Amendment and each of such other Amendment Document have been duly authorized, executed and delivered by AMX, and each of this Amendment and such other Amendment Documents constitutes AMX's legal, valid and binding obligation, enforceable against AMX in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting creditors' rights generally and general principles of equity.

(d) The entry into and performance by AMX of, and the transactions contemplated by, the Amendment Documents to which it is a party do not conflict with (i) any law applicable to it, (ii) the constitutional documents of AMX or (iii) any agreement or instrument binding upon it or any of its assets.

### **ARTICLE III**

#### **EFFECTIVENESS; CONDITIONS PRECEDENT**

**Section 3.1 Condition to Effectiveness of this Amendment.** This Amendment shall become effective when the Bankruptcy Court Order becomes a Final Order.

**Section 3.2 Conditions to Effective Date.** The agreements and confirmations set forth in Article IV (*Amendments and Confirmations*) shall become effective on the date (the "**Effective Date**") when the Effective Date Confirmation is executed and delivered by all parties hereto. Each of the parties hereto shall execute and deliver the Effective Date Confirmation confirming that the

Effective Date has occurred when it is satisfied that such conditions for its benefit set out in Appendix 2 have been satisfied or waived by it.

#### **ARTICLE IV AMENDMENTS AND CONFIRMATIONS**

##### **Section 4.1 Termination of Sale and Purchase of [REDACTED].**

(a) Notwithstanding any provision of the Assigned Purchase Agreement to the contrary, upon the release of the Assigned Rights, as defined in the Boeing Consent, in respect of [REDACTED] and Boeing hereby consents to such reassignment and assumption. Purchaser and Boeing shall execute and deliver such instruments and documents as may be reasonably requested by AMX to give effect to such reassignment and assumption.

##### **Section 4.2 Confirmation of Aircraft, Installment Payments and Advance Payments.**

(a) As of the Effective Date, pursuant to the New PAA, (i) AMX will assign absolutely to Purchaser pursuant to the New PAA certain rights under the Purchase Agreement in respect of [REDACTED] and all obligations of Boeing to sell such aircraft under the Assignment Purchase Agreement shall be terminated.

(b) As of the Effective Date, all references to the [REDACTED] “[REDACTED]”, in the Assigned Purchase Agreement and the Guaranty shall be amended to references [REDACTED]”.

(c) As of the Effective Date, all references to [REDACTED], in the Assigned Purchase Agreement and the Guaranty shall be amended to references [REDACTED]”.

(d) [REDACTED]As of the Effective Date, and notwithstanding any provision of the Assigned Purchase Agreement, any other Amendment Document, or the Boeing Consent to the contrary, the “Advance Payment Amounts” under the Assigned Purchase Agreement in respect of each Undelivered Aircraft currently held by Boeing, and the scheduled months of delivery for each Undelivered Aircraft, shall be the advance payments and scheduled delivery months, respectively, set forth on Appendix 3 (*Scheduled Delivery Month and Advance Payment Balances for Undelivered Aircraft*).

##### **Section 4.3 Termination Rights.**

(a) Purchaser waives all termination rights for the Undelivered Aircraft except as provided in the Assigned Purchase Agreement. For the avoidance of doubt, Purchaser shall have the rights and remedies available to it under the Purchase Agreement in the event of delays in delivery or failure to deliver an Undelivered Aircraft based on its revised Scheduled Delivery Month (as such Scheduled Delivery Month may be revised from time to time with the written consent of Security Trustee, Purchaser, Boeing and AMX); provided, however, such rights and remedies do not apply to the extent any delay in delivery or failure to deliver an Undelivered Aircraft is attributable to Purchaser.



(b) [REDACTED] Termination of delivery of an Undelivered Aircraft under this Section 4.3 will discharge all obligations and liabilities of Boeing and Purchaser with respect to such Undelivered Aircraft, and all related undelivered Materials (as defined in Exhibit B, Customer Support Document of the AGTA), training, services, and other things terminated under the Assigned Purchase Agreement and this Amendment, except for the rights and obligations under this Amendment and the Assigned Purchase Agreement regarding the non-disclosure of confidential information shall survive such termination.

Section 4.4 [REDACTED]. [REDACTED].

Section 4.5 **Existing Defaults.** Boeing agrees that any and all defaults under the Assigned Purchase Agreement, including as amended pursuant to the Amendment Documents, have been cured or waived.

Section 4.6 **Guarantee Confirmations.** Subject to the Bankruptcy Court Order becoming a Final Order, AMX hereby confirms that it assumes the Guaranty and the Guarantee remains in full force and effect with respect to the guaranty of the obligations of Purchaser under the Assigned Purchase Agreement and the Purchase Agreement as modified and amended by the Amendment Documents. All references to scheduled delivery months or periods for each Undelivered Aircraft in the definition of "Aircraft" in the Guaranty shall be amended to the Scheduled Delivery Month for that Undelivered Aircraft set forth in Appendix 3.

Section 4.7 **No Other Amendments; Assigned Purchase Agreement Continuing.** Other than as provided in this Amendment, the terms and conditions of the Assigned Purchase Agreement remain unchanged and shall continue in full force and effect.

## ARTICLE V

### MISCELLANEOUS

Section 5.1 **No Assignment.** The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. None of Boeing, AMX, and Purchaser shall assign or transfer all or any of its rights and/or obligations under this Amendment without the prior written consent of (i) Security Trustee, Purchaser or Boeing in the case of assignments or transfers by AMX, (ii) Seller in the case of assignments or transfers by Purchaser, Security Trustee, AMX and Boeing, and (iii) Security Trustee, AMX and Purchaser in the case of transfers or Assignments by Boeing.

Section 5.2 **Counterparts.** This Amendment may be executed in any number of separate counterparts and each counterpart shall when executed and delivered be an original document but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by fax or email will be deemed as effective as delivery of an originally executed version.

Section 5.3 **Notices.** The provisions of Article 11 of the AGTA are hereby incorporated into this Amendment *mutatis mutandis*; provided that the notice details for Purchaser and for AMX shall be:

for Purchaser:

[REDACTED]

with a copy to AMX; and

for AMX:

[REDACTED]

**Section 5.4 Amendments in Writing.** This Amendment shall not be amended or supplemented, or any provision hereof waived, without the consent in writing of each party.

**Section 5.5 Illegality.** If any part of this Amendment becomes invalid, illegal or unenforceable under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected.

**Section 5.6 Whole Agreement.** This Amendment and the other Amendment Documents constitute the entire Amendment between the parties hereto in relation to the amendment of the Assigned Purchase Agreement as contemplated herein and matters related thereto and supersede all previous proposals, representations, amendments and other written and oral communications in relation thereto.

**Section 5.7 Costs and Expenses.** AMX shall pay its own and Purchaser's costs and expenses (including legal fees) in connection with the negotiation of this Amendment and the other Amendment Documents as may be required to obtain the Bankruptcy Court's approval thereof, and Boeing shall pay its own costs and expenses (including legal fees) in connection with the negotiation of this Amendment and the other Amendment Documents as may be required to obtain the Bankruptcy Court's approval thereof.

**Section 5.8 Disclosure.** Notwithstanding any provision of the Assignment Purchase Agreement or any other Amendment Document to the contrary, AMX may disclose this Amendment and any other Amendment Document (a) as may be required to obtain the Bankruptcy Court's approval of this Amendment or the other Amendment Documents; or (b) to the U.S. Trustee, the Unsecured Creditors Committee or the entities providing the debtor-in-possession financing to AMX, its Affiliates and any of their respective related Persons; provided that AMX will endeavor to file such documents under seal or if not permitted, to have them redacted to the extent possible.

**Section 5.9 Electronic Signatures.** In connection with the performance of their respective duties hereunder, each party may give notices, consents, directions, approvals, instructions and requests to, and otherwise communicate with, each other using electronic means, including email transmission to such email addresses as each such party shall designate to the other parties, and, if necessary or if requested by the other party or parties, with an "electronic signature" or other "electronic record" (as such terms are defined in the New York State Electronic Signatures and Records Act). Delivery of an executed counterpart of this Amendment or any other Amendment Document by facsimile, email, "electronic signature" or other "electronic record" will be deemed as effective as delivery of an originally executed counterpart. Any party delivering an

executed counterpart of this Amendment or any other Amendment Document by facsimile, email, “electronic signature” or other “electronic record” will also deliver an originally executed counterpart thereof, but the failure of any party to deliver an originally executed counterpart of this Amendment or any other Amendment Document will not affect the validity or effectiveness of this Amendment or such other Amendment Document.

## **ARTICLE VI**

### **GOVERNING LAW**

THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, PROVIDED THAT WASHINGTON'S CHOICE OF LAW RULES SHALL NOT BE INVOKED OR USED FOR THE PURPOSE OF APPLYING, OR IF THE RESULT WOULD BE THE APPLICATION OF, THE LAW OF ANOTHER JURISDICTION.

## **ARTICLE VII**

### **LIMITATION ON RECOURSE AND NON-PETITION**

Section 7.1 Notwithstanding any other provision of this Amendment to the contrary:

(a) Neither Boeing nor AMX shall institute against, or join any other Person in instituting against, Purchaser, any bankruptcy, reorganization, arrangement, insolvency, examinership, winding-up, moratorium or liquidation proceedings, or other similar proceedings under Irish law, or the laws of any other applicable jurisdiction;

(b) without prejudice to the undertakings of AMX in the Guaranty as assumed and amended hereby, the obligations of Purchaser under and in connection with this Amendment and the other Amendment Documents shall be limited recourse obligations payable solely from the available assets of Purchaser. No recourse shall be had against any shareholder, employee, officer, director or agent of Purchaser under or in connection with this Amendment, it being understood and agreed that the obligations of Purchaser hereunder are corporate obligations; and

(c) this Article VII shall survive the termination of this Amendment and the IPA.

*[SIGNATURE PAGES FOLLOW]*

IN WITNESS WHEREOF this Amendment has been signed on the day and year first above written.

**PURCHASER**  
CABALLERO AGUILA AIRCRAFT HOLDINGS  
LIMITED

By: \_\_\_\_\_  
Name:  
Title:

**AMX**  
AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**BOEING**  
THE BOEING COMPANY

By: \_\_\_\_\_  
Name:  
Title:

## Appendix 1

### Form of Effective Date Confirmation

#### EFFECTIVE DATE CONFIRMATION

Dated: \_\_\_\_\_, 2021

The undersigned hereby agree as follows:

1. This Effective Date Confirmation is entered into for purposes of the Assigned Purchase Agreement Amendment, dated as of [●], 2021 (the “**Amendment**”), among the undersigned.
2. Terms used in this Effective Date Confirmation shall have the meanings given to them in the Amendment.
3. Purchaser hereby confirms that as of the date hereof all conditions precedent in its favor set out in Part A (*Purchaser Conditions Precedent to Effective Date*) of Appendix 2 (*Conditions Precedent*) of the Amendment have been satisfied or are hereby waived by Purchaser.
4. Boeing hereby confirms that as of the date hereof all conditions precedent in its favor set out in Part B (*Boeing Conditions Precedent to Effective Date*) of Appendix 2 (*Conditions Precedent*) of the Amendment have been satisfied or are hereby waived by Boeing.
5. AMX hereby confirms that as of the date hereof all conditions precedent in its favor set out in Part C (*AMX Conditions Precedent to Effective Date*) of Appendix 2 (*Conditions Precedent*) of the Amendment have been satisfied or are hereby waived by AMX.
6. The Effective Date is the date of this Effective Date Confirmation.
5. This Effective Date Confirmation shall in all respects be governed by, and construed in accordance with, the laws of the State of Washington, including all matters of construction, validity and performance, but excluding the conflict of laws provisions thereof.
6. This Effective Date Confirmation may be executed in any number of counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Effective Date Confirmation by telecopy or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Effective Date Confirmation.

**PURCHASER**  
CABALLERO AGUILA AIRCRAFT HOLDINGS  
LIMITED

By: \_\_\_\_\_  
Name:  
Title:

**AMX**  
AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**BOEING**  
THE BOEING COMPANY

By: \_\_\_\_\_  
Name:  
Title:



## **Appendix 2**

### **Conditions Precedent**

#### **Part A**

#### **Purchaser Conditions Precedent to Effective Date**

1. Purchaser shall have received a copy of (a) the constitutional documents of Boeing, (b) the resolutions of the board of directors of Boeing (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of Purchaser the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which Purchaser is a party and (c) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of Boeing, certified by an officer of Boeing to be true and correct.
2. Purchaser shall have received a copy of (a) the constitutional documents of AMX, (b) the resolutions of the board of directors of AMX (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of AMX the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which AMX is a party, (c) if applicable, a power of attorney issued by or on behalf of AMX, authorizing the execution by the attorneys named therein of the Amendment Documents to which AMX is a party, and (d) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of AMX, certified by an officer of AMX to be true and correct.<sup>1</sup>
3. The representations and warranties given by Boeing and AMX in the Amendment Documents to which they are a party are true and correct.
4. Purchaser shall be reasonably satisfied that all necessary or advisable consents, registrations, filings, approvals, licenses and authorizations shall have been obtained in connection with Boeing's and AMX's execution, delivery and performance of their respective obligations under Amendment Documents to which they are a party.
5. The Bankruptcy Court Order shall be a Final Order.

Each of the Amendment Documents and the Effective Date Confirmation as defined in the IPA Amendment shall have been duly authorized, executed and delivered by the party or parties thereto (other than Purchaser), and shall each be satisfactory in form and substance to Purchaser and shall be in full force and effect.

**Part B**  
**Boeing Conditions Precedent to Effective Date**

1. Boeing shall have received a copy of (a) the constitutional documents of Purchaser, (b) the resolutions of the board of directors of Purchaser (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of Purchaser the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which Purchaser is a party, (c) if applicable, a power of attorney issued by or on behalf of Purchaser, authorizing the execution by the attorneys named therein of the Amendment Documents to which Purchaser is a party and (d) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of Purchaser, certified by an officer of Purchaser to be true and correct.
2. Boeing shall have received a copy of (a) the constitutional documents of AMX, (b) the resolutions of the board of directors of AMX (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of AMX the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which AMX is a party, (c) if applicable, a power of attorney issued by or on behalf of AMX, authorizing the execution by the attorneys named therein of the Amendment Documents to which AMX is a party, and (d) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of AMX, certified by an officer of AMX to be true and correct.<sup>2</sup>
3. The representations and warranties given by AMX and Purchaser in the Amendment Documents to which they are a party are true and correct.
4. Boeing shall be reasonably satisfied that all necessary or advisable consents, registrations, filings, approvals, licenses and authorizations shall have been obtained in connection with AMX's and Purchaser's execution, delivery and performance of their respective obligations under Amendment Documents to which they are a party.
5. Boeing shall be reasonably satisfied that each of AMX and Purchaser have received all regulatory and statutory approvals required for the execution, delivery and performance of its obligations under the Amendment Documents to which it is a party.
6. The Bankruptcy Court Order shall be a Final Order.
7. Each of the Amendment Documents shall have been duly authorized, executed and delivered by the party or parties thereto (other than Boeing), shall each be satisfactory in form and substance to Boeing and shall be in full force and effect.

**Part C**  
**AMX Conditions Precedent to Effective Date**

1. AMX shall have received a copy of (a) the constitutional documents of Purchaser, (b) the resolutions of the board of directors of Purchaser (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of Purchaser the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which Purchaser is a party, (c) if applicable, a power of attorney issued by or on behalf of Purchaser, authorizing the execution by the attorneys named therein of the Amendment Documents to which Purchaser is a party and (d) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of Purchaser, certified by an officer of Purchaser to be true and correct.
2. AMX shall have received a copy of (a) the constitutional documents of Boeing, (b) the resolutions of the board of directors of Boeing (i) approving the transactions contemplated by the Amendment Documents and (ii) authorizing a Person or Persons to execute and deliver on behalf of Boeing the Amendment Documents and any notices or other documents to be given pursuant thereto, in each case to which Boeing is a party (c) specimens of the signatures of each Person that executes any of the Amendment Documents on behalf of Boeing, certified by an officer of Boeing to be true and correct.
3. The representations and warranties given by each of Purchaser and Boeing in the Amendment Documents to which it is a party are true and correct.
4. AMX shall be reasonably satisfied that all necessary or advisable consents, registrations, filings, approvals, licenses and authorizations shall have been obtained in connection with Purchaser's and Boeing's execution, delivery and performance of their respective obligations under Amendment Documents to which they are a party.
5. AMX shall be reasonably satisfied that of Boeing and Purchaser has received all regulatory and statutory approvals required for the execution, delivery and performance of its obligations under the Amendment Documents to which it a party.
6. The Bankruptcy Court Order shall be a Final Order.
7. Each of the Amendment Documents and the Effective Date Confirmation as defined in the IPA Amendment shall have been duly authorized, executed and delivered by the party or parties thereto (other than AMX), shall each be satisfactory in form and substance to AMX and shall be in full force and effect.

**Appendix 3**

**Scheduled Delivery Month and Advance Payment Balances for Undelivered Aircraft**

<b>Aircraft MSN</b>	<b>Scheduled Delivery Month</b>	<b>Advance Payments</b>
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

**Annex 5**

**Purchase Agreement Assignment**

**PURCHASE AGREEMENT  
ASSIGNMENT**

dated as of April [\_\_\_], 2021

between

**AEROVÍAS DE MÉXICO, S.A. DE C.V.**  
as Assignor

and

**CABALLERO AGUILA AIRCRAFT HOLDINGS LIMITED**  
as Assignee

As Consented and Agreed to  
by The Boeing Company

Relating to [REDACTED] under Purchase Agreement No. 3813

Purchase Agreement Assignment

P.A. No. 3813

This PURCHASE AGREEMENT ASSIGNMENT (this “**Agreement**”) dated as of April [\_\_\_], 2021 between AEROVÍAS DE MÉXICO, S.A. DE C.V., a limited liability company (*sociedad anónima de capital variable*) organized and existing under the laws of Mexico, as assignor (“**Assignor**”), and CABALLERO AGUILA AIRCRAFT HOLDINGS LIMITED, a private company limited by shares incorporated under the laws of Ireland, as assignee (“**Assignee**”).

**W I T N E S S E T H:**

WHEREAS, Assignor and The Boeing Company (“**Manufacturer**”) are parties to that certain Purchase Agreement No. 3813, dated November 5, 2012 (the “**2012 Purchase Agreement**”) and to that certain aircraft general terms agreement AGTA-AMX, dated November 1, 2002 (the “**AGTA**” and together with the 2012 Purchase Agreement, collectively, the “**Purchase Agreement**”), pursuant to which Manufacturer has agreed, among other things, to manufacture and sell to Assignor, and Assignor has agreed, among other things, to purchase, certain aircraft, engines and related equipment including those [REDACTED] (the “**Additional Aircraft**”) which have not yet been delivered to Assignor under the Purchase Agreement;

WHEREAS, Assignee and Manufacturer are parties to that certain Purchase Agreement as assigned to and assumed by Assignee pursuant to that certain Purchase Agreement Assignment dated as of August 29, 2017 between Assignor and Assignee and consented and agreed to by Manufacturer (the “**Original PAA**” and the Purchase Agreement as so assigned collectively, the “**Original APA**”), pursuant to which the Manufacturer has agreed, among other things, to manufacture and sell to Assignor, and Assignor has agreed, among other things, to purchase, [REDACTED] (the “**Original Aircraft**”) and [REDACTED] are referred to herein as (the “**Aircraft**”);

WHEREAS, Assignor wishes to transfer and assign to Assignee certain of Assignor's rights and interests in and to the Additional Aircraft under the Purchase Agreement (to the extent such Purchase Agreement relates to the Additional Aircraft, and as provided below in Section 1), and Assignor further wishes to divest itself of, and be released from, all its obligations and liabilities under the Purchase Agreement with respect to the Additional Aircraft (except as otherwise provided herein);

WHEREAS, Assignee wishes to acquire rights and interests in and to the Additional Aircraft as so assigned and to assume Assignor's obligations and liabilities under the Purchase Agreement with respect to the Additional Aircraft;

WHEREAS, Manufacturer, pursuant to the Manufacturer's Consent and Agreement attached hereto, is prepared to consent to such assignment, assumption and release on the terms and conditions hereafter set forth; and

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WHEREAS, on the Effective Date as defined below, Assignee and Manufacturer will amend the Original APA pursuant to the Assigned Purchase Agreement Amendment dated as of the date hereof (the “**Assigned Purchase Agreement Amendment**”) among Assignee, Purchaser and Manufacturer to, among other things, include the Additional Aircraft and certain rights and obligations under the Purchase Agreement as assigned and assumed under this Agreement (the Original APA as so amended, the “**Assigned Purchase Agreement**”);

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements herein contained and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

## **SECTION 1. DEFINITIONS AND INTERPRETATION**

### **(a) Definitions**

Capitalized terms used, but not defined, herein shall have the respective meanings ascribed thereto in the Assigned Purchase Agreement, or if not defined therein, then in the Consent Agreement (as defined below). For purposes of this Agreement, the following terms shall have the following meanings:

“**AMX Advance Payment Amounts**” means, in relation to each Additional Aircraft the sum of all Advance Payments paid to Manufacturer and actually received by Manufacturer under the 2012 Purchase Agreement or otherwise in relation to such aircraft up to and including the Effective Date as separately agreed by Assignor and Manufacturer.

“**Bankruptcy Cases**” means the Chapter 11 cases and proceedings initially filed by Assignor and its affiliates on July 1, 2020 under the lead case no. 20-11563 with the Bankruptcy Court and all affiliated and associated filings and proceedings in any other court or jurisdiction relating to such cases.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of New York.

“**Bankruptcy Court Order**” means an order entered by the Bankruptcy Court in form and substance acceptable to Assignee authorizing Assignee’s entry into the transactions contemplated under this Agreement, the Assigned Purchase Agreement Amendment and other agreement to which Assignor will be a party in connection therewith, providing for the assumption of the Guarantee, this Agreement and such other agreements, as applicable, pursuant to Section 365 of the



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Bankruptcy Code, and finding that (a) all conditions to assumption set forth in Section 365(b) of the Bankruptcy Code have been satisfied.

**“Consent Agreement”** means that certain Consent to Collateral Assignment of Purchase Agreement Rights relating to the Security Agreement, dated as of August 29, 2017, among Assignee, Assignor, Manufacturer and Security Trustee.

**“Effective Date”** means the date specified in the Effective Date Confirmation after the Bankruptcy Order becomes a Final Order as being the date upon which the transactions contemplated by this Agreement shall be deemed to occur.

**“Effective Date Confirmation”** has the meaning given to it in the Assigned Purchase Agreement Amendment.

**“Final Order”** means an order or judgment, the operation or effect of which has not been reversed, stayed, modified, or amended, and as to which order or judgment (or any reversal, stay, modification, or amendment thereof) (a) the time to appeal, seek certiorari, or request reargument or further review or rehearing has expired and no appeal, petition for certiorari, or request for reargument or further review or rehearing has been timely filed, or (b) any appeal that has been or may be taken or any petition for certiorari or request for reargument or further review or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, from which certiorari was sought, or to which the request was made, and no further appeal or petition for certiorari or request for reargument or further review or rehearing has been or can be granted; provided, however, with respect to either of the foregoing, no order or judgment shall fail to be a final order solely because of the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed with respect to such order or judgment.

**“Guaranty”** means the Guaranty Agreement dated as of August 29, 2017, between Assignor and Manufacturer.

**“Installment Purchase Agreement”** means the Installment Purchase Agreement, dated as of August 29, 2017, among, *inter alios*, Assignee, Assignor and Security Trustee as amended from time to time.

**“Lien”** means: (a) any mortgage, charge, pledge, assignment, title retention, lien or other encumbrance securing any obligation of any person or any other agreement or arrangement having a similar effect; or (b) any agreement to give any of the foregoing.

**“Purchasers”** has the meaning ascribed to it in the Installment Purchase Agreement.

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**“Security Agreement”** means the Mortgage and Security Agreement, dated as of August 29, 2017, between Assignee as assignor and grantor and Security Trustee as assignee for the benefit of the Purchasers, as amended from time to time.

**“Security Trustee”** means JSA International U.S. Holdings, LLC as security trustee under the Security Agreement.

**“Share Mortgage”** means the Share Mortgage, dated as of August 29, 2017, between Assignor as mortgagor and Security Trustee as mortgagee concerning the shares of Assignee, as amended from time to time.

**(b) Interpretation**

In this Agreement:

1. references to sections, paragraphs or clauses are to be construed as references to the sections, paragraphs and clauses of this Agreement;
2. references to this Agreement (or to any specified provisions of this Agreement) or any other document shall be construed as references to this Agreement, that provision or that document as in force for the time being and as amended in accordance with its terms, or, as the case may be, with the agreement of the relevant parties;
3. words importing the plural shall include the singular and vice versa;
4. headings to sections are for convenience only and are to be ignored in construing this Agreement;
5. references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any state or any agency thereof and shall include references to its successors, permitted transferees and permitted assigns;
6. references to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute;
7. liability includes any obligation or liability (whether present or future, actual or contingent, secured or unsecured, as principal or surety or otherwise);
8. the words other and otherwise shall not be construed ejusdem generis with any foregoing words where a wider construction is possible; and

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9. the words herein, hereof and hereunder, and words of similar import shall be construed to refer to a document in its entirety and not to any particular provision of such document.

## **SECTION 2. ASSIGNMENT, ASSUMPTION AND RELEASE**

### **(a) Assignment**

Subject to Section 2(c) and (d), Assignor does hereby sell, assign, transfer, convey and set over to the Assignee all of Assignor's right, title and interest under, in and to, and all of Assignor's obligations, duties, covenants, indemnities and liabilities under, the Purchase Agreement as and to the extent the same relates to the Additional Aircraft including, without limitation and except as otherwise provided herein (i) the right to purchase and take title to the Additional Aircraft, and (ii) the obligations of Assignor to purchase and take title to the Additional Aircraft and to pay the outstanding balance of the Purchase Price thereof. Assignor and the Assignee hereby acknowledge and agree that (x) the sale and assignment effected by this Agreement is not made for security purposes but is absolute, unconditional and irrevocable and (y) this Agreement does not create or evidence the existence of and is not otherwise subject to any partnership or joint venture or similar association between Assignor and the Assignee.

### **(b) Assumption**

Subject to Section 2(c) and (d), the Assignee hereby accepts the foregoing sale, assignment, transfer and conveyance and hereby assumes and agrees to observe and perform all the obligations, duties, covenants, indemnities and liabilities of Assignor under the Purchase Agreement with respect to the Additional Aircraft (whether or not such obligations, duties, covenants, indemnities and liabilities arose prior to the execution of this Agreement) in every way as if the Assignee had at all times been a party to the Assigned Purchase Agreement in place of the Assignor.

(c) [REDACTED]

### **(d) Purchase Price**

Notwithstanding any provision of the Assigned Purchase Agreement to the contrary, Assignee shall be entitled to purchase each Additional Aircraft at [REDACTED]

### **(d) Acknowledgement**

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Assignor further agrees and acknowledges that it shall not have an option or other right or ability to have reassigned, retransferred or otherwise returned to it any of its rights, title, or interests in, to or under the Purchase Agreement assigned pursuant to clause (a) of this Section 2; and the Assignee shall be free to possess, retain and exercise all such assigned rights, title and interests without any restriction imposed by, or discretion to deal with or manage the same retained by, Assignor.

### **SECTION 3. ASSIGNEE'S OBLIGATIONS**

#### **(a) Assignee as Buyer**

Without limiting clause (b) of Section 2, Assignee agrees for the benefit of Manufacturer and Assignor and their successors and permitted assigns that Assignee shall, from and after the Effective Date, be liable to the Manufacturer as the "Customer" and "Buyer" under the Assigned Purchase Agreement with respect to the Aircraft to perform all of the duties and obligations thereunder as "Customer" and "Buyer."

#### **(b) Assigned Purchase Agreement Terms**

Notwithstanding anything contained herein to the contrary, Assignee confirms for the benefit of Manufacturer that, insofar as the provisions of the Assigned Purchase Agreement relate to the Aircraft, in exercising any rights under the Assigned Purchase Agreement or with respect to other goods, services, training, data, documents or other things delivered or to be delivered pursuant to the Assigned Purchase Agreement, the terms and conditions of the Assigned Purchase Agreement, including, without limitation, obligations to Manufacturer under the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES in Article 11.2 of Exhibit C to the AGTA or the insurance provisions in Article 8.2 of the AGTA shall apply to, and be binding upon, Assignee to the same extent as if Assignee had been the original "Customer" and "Buyer" thereunder. Assignee further agrees, expressly for the benefit of Manufacturer, that at any time and from time to time upon the written request of Manufacturer, Assignee shall promptly and duly execute and deliver any and all such further assurances, instruments and documents and take all such further action as Manufacturer may reasonably request in order to obtain the full benefits of Assignee's agreements set forth in this Section 3.

### **SECTION 4. ADDITIONAL OBLIGATIONS AND ACKNOWLEDGEMENTS**

#### **(a) No Additional Liability of Manufacturer**

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Assignor and Assignee hereby acknowledge and agree, expressly for the benefit of Manufacturer, that nothing contained herein shall subject Manufacturer to any obligation or liability to which it would not otherwise be subject under the 2012 Purchase Agreement or modify in any respect the rights and interests of Manufacturer thereunder.

**(b) Non-disclosure of Assigned Purchase Agreement Terms**

Each of Assignor and Assignee hereby agrees, expressly for the benefit of Manufacturer, that it will not disclose the terms of the Purchase Agreement or the Assigned Purchase Agreement to any third party except (i) as required by applicable laws or governmental regulations, (ii) with the prior written consent of Manufacturer, (iii) to its accountants or financial or other professional advisors, (iv) the Purchasers and Security Trustee, (v) the Bankruptcy Court to the extent required to obtain the Bankruptcy Court Order; provided that the parties shall endeavor to have the same filed with the Bankruptcy Court under seal or otherwise redacted to the extent permitted or (vi) to the U.S. Trustee, the Unsecured Creditors Committee and the entities providing Assignor debtor in possession financing.

**(c) Actual Notice to Manufacturer**

Assignor and Assignee hereby agree, expressly for the benefit of Manufacturer, that for all purposes of this Agreement, Manufacturer shall not be deemed to have knowledge of and need not recognize any event, condition, right, remedy or dispute affecting the interests of Assignor or Assignee hereunder unless and until Manufacturer shall have received written notice thereof, addressed to its [REDACTED], if by facsimile, and, in acting in accordance with the Assigned Purchase Agreement, Manufacturer may conclusively rely on such notice.

**(d) Assignee's Agent**

Assignee hereby agrees, expressly for the benefit of Manufacturer, that from and after the Effective Time, Manufacturer shall deal solely and exclusively with Assignor, as Assignee's agent, with respect to all matters relating to the Assigned Purchase Agreement.

**(e) Assignor's Obligations**

Specifically for the benefit of Manufacturer, for the avoidance of doubt, Assignor hereby acknowledges and agrees that Assignor is not released, and shall not be released, from any of its obligations, duties, covenants, indemnities and liabilities under the Purchase Agreement that relate to any period prior to the Effective Time; and more specifically (but without limitation), Assignor is not released from its continuing obligations to Manufacturer under (a) the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES

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in Article 11.2 of Exhibit C to the AGTA as it relates to anything provided by Manufacturer to Assignor under the Purchase Agreement prior to the Effective Time, or (ii) the confidentiality provisions in the Purchase Agreement, or (iii) the insurance provisions in Article 8.2 of the AGTA.

## **SECTION 5. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES**

Assignor hereby represents and warrants to Assignee and Manufacturer that as of the date hereof and the Effective Date;

1. Assignor is a limited liability company (*sociedad anónima de capital variable*) organized and existing under the laws of Mexico and has the corporate power to own its assets and carry on its business as it is being conducted.
2. Subject to approval of the Bankruptcy Court of the transactions contemplated by this Agreement, Assignor has all requisite company power and authority and all necessary consents, approvals, authorizations, orders, registrations, qualifications, licenses and permits of and from all public regulatory or governmental agencies and bodies, to enter into this Agreement and to perform its obligations hereunder;
2. Subject to approval of the Bankruptcy Court of the transactions contemplated by this Agreement, this Agreement has been duly authorized, executed and delivered by Assignor and constitutes the valid, legal and binding obligation of Assignor except as enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting creditors' rights generally and general principles of equity;
3. Assignor's execution, delivery and performance of this Agreement require neither Assignor's shareholders' approval nor the consent or approval of, the giving notice to, the registration with or the taking of any other action in respect of any governmental authority or agency except such as have been obtained and are in full force and effect and the approval by the Bankruptcy Court of the transactions contemplated by this Agreement;
4. Assignor's execution and delivery of this Agreement, and the performance by it of its obligations hereunder, subject to approval by the Bankruptcy Court of the transactions contemplated by this Agreement, does not, and will not, violate any provision of its constitutive documents or any provision of any applicable law in any material respect; and

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5. Except as set forth herein, Assignor has not assigned, transferred or created any Lien (i) in or over the Additional Aircraft, (ii) in or over the Assigned Purchase Agreement in respect of the Additional Aircraft,

## **SECTION 6. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES**

Assignee hereby represents and warrants to Assignor and Manufacturer that as of date hereof and the Effective Date:

1. Assignee is a private company limited by shares incorporated under the laws of Ireland and has the power to enter into and perform, and has the company power to own its assets and carry on its business as it is being conducted;
2. Assignee has all requisite company power and authority and all necessary consents, approvals, authorizations, orders, registrations, qualifications, licenses and permits of and from all public regulatory or governmental agencies and bodies, to enter into this Agreement and to perform its obligations hereunder.
3. This Agreement has been duly authorized, executed and delivered by Assignee, and constitutes Assignee's legal, valid and binding obligation, enforceable against Assignee in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting creditors' rights generally and general principles of equity.
4. Assignee's execution and delivery of this Agreement, and the performance by it of its obligations hereunder, does not, and will not, violate any provision of its constitutive documents or any provision of any applicable law in any material respect.

## **SECTION 7. NOTICES**

The provisions of Article 11 (*Notices*) of the AGTA, forming a part of the Assigned Purchase Agreement, shall be deemed to be incorporated herein, *mutatis mutandis*. The address of Assignee for notices or requests pursuant to the Assigned Purchase Agreements is as follows:

[REDACTED]

## **SECTION 8. MISCELLANEOUS**

### **(a) Waiver/Severability**

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Failure or delay by any party to enforce any provision of this Agreement will not be construed as a waiver. If any provision of this Agreement is held unlawful or otherwise ineffective by a court of competent jurisdiction, the remainder of this Agreement will remain in effect. The rights and remedies provided in this Agreement are cumulative and in addition to any and all rights and remedies provided by law.

**(b) Counterparts**

This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

**(c) Amendments**

Any amendment or waiver in relation to this Agreement shall not be effective unless in writing and signed by the parties hereto.

**(d) Headings**

The headings for Section, clauses and paragraphs in this Agreement are for convenience of reference only and shall not be used to construe the meaning of, or affect the interpretation of, the various terms and provisions of this Agreement.

**(e) Further Assurances**

Each party shall, at any time and from time to time, at the cost and expense of the requesting party, promptly and duly execute and deliver any and all such further instruments and documents and take such further action as may be reasonably required in order to obtain the full benefits of this Agreement and to implement the rights and powers herein granted or contemplated hereby. In addition, each party hereby agrees, expressly for the benefit of Manufacturer, that it shall, at any time and from time to time, at its own cost and expense, promptly and duly execute and deliver any and all such further instruments and documents and take such further action as may be reasonably requested by Manufacturer in order for Manufacturer to obtain the full benefits of this Agreement and to implement the rights and powers herein granted or contemplated hereby.

**(f) Governing Law**

**THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, PROVIDED THAT WASHINGTON'S CHOICE OF LAW RULES SHALL NOT BE**



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**INVOKED OR USED FOR THE PURPOSE OF APPLYING, OR IF THE  
RESULT WOULD BE THE APPLICATION OF, THE LAW OF ANOTHER  
JURISDICTION.**

**(g) Entire Agreement**

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous understandings or agreements, whether written or oral, among any of the parties hereto with respect to such subject matter are hereby superseded in their entirety.

**(h) Condition to Effectiveness of this Amendment**

This Agreement shall become effective on the Effective Date.

**SECTION 9. LIMITATION ON RECOURSE AND NON-PETITION**

Notwithstanding any other provision of this Agreement or the Assigned Purchase Agreement to the contrary:

1. Assignor shall not institute against, or join any other person in instituting against the Assignee, any bankruptcy, reorganisation, arrangement, insolvency, examinership, winding-up, moratorium or liquidation proceedings, or other similar proceedings under Irish law, or the laws of any other applicable jurisdiction in any proceeding relating to the transactions contemplated hereby;
2. without prejudice to Assignor's obligations under the Guaranty, the obligations of the Assignee under and in connection with this Agreement and the Assigned Purchase Agreement shall be limited recourse obligations payable solely from the available assets of Assignee. No recourse shall be had against any shareholder, employee, officer, director or agent of Assignee under or in connection with this Agreement or the Assigned Purchase Agreement, it being understood and agreed that the obligations of Assignee hereunder and under the Assigned Purchase Agreement are corporate obligations; and
3. this Section 9 shall survive the termination of this Agreement.

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P.A. No. 3813

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to  
be duly executed as of the date first above written.

For and on behalf of

**AEROVÍAS DE MÉXICO, S.A. DE  
C.V.**

---

Name:

Title:

---

Name:

Title:

For and on behalf of

**CABALLERO AGUILA AIRCRAFT  
HOLDINGS LIMITED**

---

Name:

Title:

---

Purchase Agreement Assignment

P.A. No. 3813

## SCHEDULE 1

### MANUFACTURER'S CONSENT, AGREEMENT AND RELEASE

The undersigned (the “**Manufacturer**”) hereby acknowledges notice of and consents to all of the terms of the foregoing Purchase Agreement Assignment dated as of \_\_\_\_\_, 2021 (the “**Agreement**”); the terms defined or incorporated by reference therein being hereinafter used with the same meaning except as otherwise provided herein), between Aerovías de México, S.A. de C.V., a limited liability company (*sociedad* anónima de capital variable) organized and existing under the laws of Mexico, as assignor (the “**Assignor**”) and Caballero Aguila Aircraft Holdings Limited, a private company limited by shares incorporated under the laws of Ireland, as assignee (the “**Assignee**”). Capitalized terms used herein shall have the same meanings given to them in the Agreement (including terms incorporated by reference therein).

Manufacturer hereby confirms to Assignor and Assignee that effective as of the Effective Time:

- (i) Manufacturer consents to the assignment by Assignor to Assignee of Assignor’s right, title and interest under, in and to, the Assigned Purchase Agreement, as provided for in the Agreement;
- (ii) Manufacturer further consents to the assumption by Assignee of Assignor’s obligations, duties, covenants, indemnities and liabilities under the Assigned Purchase Agreement, as provided for in the Agreement;
- (iii) all representations, warranties, indemnities and agreements of Manufacturer under the Assigned Purchase Agreement in respect of the Aircraft shall inure to the benefit of Assignee under the Assigned Purchase Agreement to the same extent as if Assignee was originally named "Buyer" therein, subject to the terms and conditions of the Agreement;
- (iv) except as specifically stated herein and in Section 3(b) of the Agreement, Assignor is hereby released from all obligations, duties, covenants, indemnities and liabilities under the Assigned Purchase Agreement with respect to the Aircraft to the extent such obligations, duties, covenants, indemnities and liabilities first arise, and relate to any period commencing, on or after the Effective Time;
- (v) Manufacturer consents to the application of the AMX Advance Payment Amounts, as provided for in Section 2(c) of the Agreement, subject in all events to Manufacturer's rights under the Assigned Purchase Agreement;

Purchase Agreement Assignment

P.A. No. 3813

- (vi) Manufacturer consents and agrees to the determination of the Purchase Price for each Aircraft as set forth in Section 2(d) of the Agreement;
- (vii) notwithstanding any other provision of this Manufacturer's Consent, Agreement and Release, the Agreement or the Assigned Purchase Agreement to the contrary:
  - (a) Manufacturer shall not institute against, or join any other person in instituting against the Assignee, any bankruptcy, reorganisation, arrangement, insolvency, examinership, winding-up, moratorium or liquidation proceedings, or other similar proceedings under Irish law, or the laws of any other applicable jurisdiction in any proceeding relating to the transactions contemplated hereby;
  - (b) without prejudice to Assignor's obligations under the Guaranty, the obligations of the Assignee under and in connection with the Agreement and the Assigned Purchase Agreement shall be limited recourse obligations payable solely from the available assets of Assignee; and no recourse shall be had against any shareholder, employee, officer, director or agent of Assignee under or in connection with the Agreement or the Assigned Purchase Agreement, it being understood and agreed that the obligations of Assignee under the Agreement and the Assigned Purchase Agreement are corporate obligations; and
  - (c) this paragraph (vii) shall survive the termination of this Manufacturer's Consent, Agreement and Release;
- (viii) Manufacturer agrees that, for purposes of Article 11 of the AGTA, constituting a part of the Assigned Purchase Agreement, all notices to be sent to "Customer" shall be sent to:

[REDACTED]

This Manufacturer's Consent, Agreement and Release shall in all respects be governed by, and construed and enforced in accordance with the laws of the State of Washington, including all matters of construction, validity and performance, provided that Washington's choice of law rules shall not be invoked or used for the purpose of applying, or if the result would be the application of, the law of another jurisdiction.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Purchase Agreement Assignment

P.A. No. 3813

IN WITNESS WHEREOF, Manufacturer has caused this Manufacturer's Consent,  
Agreement and Release to be duly executed as of \_\_\_\_\_, 2021.

THE BOEING COMPANY

By \_\_\_\_\_

Name:

Title:

**Annex 6**

**Amendment No. 1 to the Boeing Consent Amendment**

**AMENDMENT NO. 1 TO BOEING CONSENT TO  
COLLATERAL ASSIGNMENT OF PURCHASE AGREEMENT RIGHTS**

This Amendment No. 1 to Boeing Consent to Collateral Assignment of Purchase Agreement Rights is entered into as of \_\_\_\_\_, 2021 (this “**Amendment**”), between CABALLERO AGUILA AIRCRAFT HOLDINGS LIMITED (“**Assignor**”), JSA INTERNATIONAL U.S. HOLDINGS, LLC, as security trustee under the Security Agreement (“**Assignee**”), THE BOEING COMPANY (“**Boeing**”) and AEROVIAS DE MEXICO S.A. de C.V. (“**Aeromexico**”), and amends that certain Boeing Consent to Collateral Assignment of Purchase Agreement Rights entered into as of August 29, 2017 (the “**Original Consent**”), among Assignor, Assignee and Boeing and acknowledged, agreed and consented by Aeromexico. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Original Consent.

W I T N E S S E T H:

WHEREAS, Aeromexico and Boeing entered into the Purchase Agreement for several Boeing model 737 MAX 8 aircraft, including the Aircraft.

WHEREAS, Aeromexico and Assignor entered into the Assignment Agreement in respect of the Aircraft dated as of the date hereof between Aeromexico as assignor and Assignor as assignee, whereby Aeromexico transferred to Assignor certain of its rights and obligations, with certain changes and exclusions, under the Purchase Agreement with respect to the Aircraft.

WHEREAS, concurrently herewith, (i) Assignor and Assignee with the consent of Boeing are entering into a Purchase Agreement Assignment in respect of Boeing model 737 MAX 8 aircraft bearing [REDACTED] and collectively, the “**Additional Aircraft**”) dated as of the date hereof between Aeromexico as assignor and Assignor as assignee and consented to by Boeing (the “**New PAA**”), whereby Aeromexico will transfer to Assignor certain of its rights and obligations, with certain changes and exclusions, under the Purchase Agreement with respect to the Additional Aircraft, (ii) Assignor, Assignee and Aeromexico are entering into an Assigned Purchase Agreement Amendment dated as of the date hereof (the “**APA Amendment**”), (iii) Assignor, Assignee and Aeromexico (among others) are entering into an amendment to the IPA dated as of the date hereof (the “**IPA Amendment**”), (iv) Assignee and Assignor are entering into Amendment No. 1 to the Mortgage (the “**Mortgage Amendment**”); and (v) Acorn Investments Limited and Assignee are entering into a Deed of Confirmation (the “**Share Pledge Amendment**”). A used herein the term “Effective Date” has the meaning given to such term in the APA Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. As of the Effective Date all references to the [REDACTED] in the Original Consent shall be amended to references [REDACTED], respectively.
2. As of the Effective Date, all references to [REDACTED] in the Original Consent shall be amended to references to [REDACTED], respectively.
3. As of the Effective Date, (i) the amount of the Advance Payments previously paid in respect of the Aircraft [REDACTED], respectively.

Amendment No. 1 to Boeing Consent

4. As of the Effective Date and notwithstanding any provision of the Original Consent or the Assigned Purchase Agreement to the contrary, the Aircraft shall be the aircraft listed on Appendix 1 and the scheduled delivery month and the balance of Advance Payments for each such aircraft and its scheduled delivery month shall be those opposite such aircraft on Appendix 1.

5. As of the Effective Date, all references to “Assigned Purchase Agreement” in the Original Consent shall be to the Assigned Purchase Agreement as amended by the APA Amendment and supplemented by the New PAA, and all references to “IPA” in the Original Consent shall be to the IPA as amended by the IPA Amendment.

6. Notwithstanding any provision of the Assigned Purchase Agreement (as amended by the APA Amendment) to the contrary, or any other document involving Assignor or Aeromexico and Boeing, if any Aircraft remaining subject to the Assigned Purchase Agreement is not delivered [REDACTED] (as defined in the APA Amendment) for such Aircraft (such day, the “**Final Date**”), as such Scheduled Delivery Month is in effect on the date hereof (it being understood and agreed by the parties hereto that such Scheduled Delivery Month may not be amended, supplemented, waived or otherwise modified in any respect without the prior written consent of Assignee), [REDACTED].

7. As of the Effective Date, the definition of “Trust Company” in Section 1 (*Definitions*) shall be deleted in its entirety and replaced with the following language:

““**Trust Company**” means Bank of Utah, community bank duly organized and validly existing and in good standing under the laws of the Utah, in its individual capacity other than in respect of the [REDACTED] where Trust Company means Wells Fargo Trust Company, National Association, a national banking association in its individual capacity.”

8. The following defined terms shall be inserted in Section 1 (*Definitions*) in their respective proper alphabetical order:

[REDACTED]

[REDACTED]

9. [REDACTED]All amounts payable to Assignor under Section 4.3(c) of the APA Amendment shall be paid to Assignee.

10. Save as expressly hereby amended, the terms of the Original Consent shall remain in full force and effect.

11. This Amendment shall become effective when the Bankruptcy Court Order, as defined in the APA Amendment, becomes a Final Order, as defined in the APA Amendment.

12. Boeing confirms that it has not given any notice of default or termination under the Original Consent, the Assigned Purchase Agreement, and the Original Consent and the Assigned Purchase Agreement are in full force and effect.

13. Each party hereto represents and warrants (as regards itself only) to each of the other parties that such party has full power, authority and legal right to execute and deliver this



Amendment and to perform its obligations under this Amendment, and such execution, delivery and performance has been duly authorized by all necessary corporate action of such party.

14. This Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

15. This Amendment will be interpreted under and governed by the laws of the State of Washington, U.S.A., except that Washington's choice of law rules shall not be invoked for the purpose of applying the law of another jurisdiction.

*[Remainder of page blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to the Boeing Consent to Collateral Assignment of Purchase Agreement Rights to be executed by their respective duly authorized signatories as of the day and year first above written.

**CABALLERO AGUILA AIRCRAFT  
HOLDINGS LIMITED,**

as Assignor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**JSA INTERNATIONAL U.S. HOLDINGS,  
LLC,**

as Assignee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE BOEING COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AEROVIAS DE MEXICO S.A. de C.V.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Appendix 1**

**Scheduled Delivery Month and Advance Payment Balances for Aircraft**

<b>Aircraft MSN</b>	<b>Scheduled Delivery Month</b>	<b>Advance Payments</b>
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

**Annex 7**

**Agency Amendment Side Letter**

From: Aerovías de México, S.A. de C.V. (“**Aeromexico**”)

Caballero Aguila Aircraft Holdings Limited, as assignee (“**Assignee**”)

JSA International Holdings, LLC (“**JSA**”, and together with Aeromexico and Assignee, the  
“**Parties**” or “**we**”)

To: Boeing Commercial Airplanes (“**Boeing**”)  
[REDACTED]

\_\_\_\_\_, 2021

Ladies and Gentlemen:

Reference is made to (i) the Appointment of Agent Letter dated August 29, 2017 (the “**Seller Agency Agreement**”) from Assignee, Aeromexico and the Security Trustee, in which Assignee appoints Aeromexico (in such capacity, “**Agent**”) as its sole and exclusive agent to act (or appoint an agent to act) directly with Boeing with respect to all matters regarding the Assigned Purchase Agreement as defined in the Seller Agency Agreement and (ii) the Assigned Purchase Agreement Amendment dated as of April [●], 2021 (the “**APA Amendment**”) among Assignee, Boeing and Aeromexico, including, without limitation, exercising Assignee’s rights under the Assigned Purchase Agreement.

1. As of the Effective Date, as defined in the APA Amendment:
  - (a) all references to the [REDACTED];
  - (b) all references to the [REDACTED]”; and
  - (c) all references to the [REDACTED]”.
2. This letter agreement may be executed in any number of separate counterparts by the Parties, and each counterpart shall when executed and delivered be an original document, but all counterparts shall together constitute one and the same instrument.
3. Save as expressly hereby amended, the Seller Agency Agreement remains in full force and effect.
4. THIS LETTER AGREEMENT WILL BE INTERPRETED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, U.S.A., WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES.
5. We request that Boeing acknowledge receipt of this letter by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

[Signature page follows]

**AEROVÍAS DE MÉXICO, S.A. DE C.V.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**CABALLERO AGUILA AIRCRAFT HOLDINGS LIMITED**

By: \_\_\_\_\_  
Name:  
Title:

**JSA INTERNATIONAL U.S. HOLDINGS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

*Acknowledged and agreed.*

**THE BOEING COMPANY,**

By: \_\_\_\_\_  
Name:  
Title:

-Signature Page-  
Agency Agreement Side Letter

**Annex 8**

**Keep Well Agreement**



**KEEP WELL DEED**

From: Aerovías de México, S.A. de C.V.

[REDACTED]  
("Aeromexico")

To: Caballero Aguila Aircraft Holdings Limited

[REDACTED]  
(the "**Company**")

\_\_\_\_\_ 2021

Dear Sirs

1. We refer to:
  - (i) the installment purchase agreement dated [REDACTED] (the "**Installment Purchase Agreement**") between the Company, as seller, Aeromexico, as seller guarantor, the Purchasers (as defined therein) (the "**Purchasers**") and [REDACTED], as purchaser guarantor (the "**Purchaser Guarantor**") as amended pursuant to an installment purchase amendment agreement dated on or about the date of this Deed (the "**Amendment Agreement**") between, inter alios, the Company, Aeromexico, the Purchasers and the Purchaser Guarantor (the Installment Purchase Agreement as so amended and as further amended and supplemented from time to time, the "**IPA**"); and
  - (ii) the note subscription agreement dated [REDACTED] between the Company, as issuer and Aeromexico, as subscriber together with the profit participating note issued by the Company thereunder dated [REDACTED] and held by Aeromexico as amended and supplemented from time to time (the "**Note**").(the "**Agreements**").

Capitalised terms not otherwise defined herein shall have the meaning given to them in the IPA.

2. We hereby irrevocably and unconditionally undertake, with effect from the Effective Date (as defined in the Amendment Agreement):
  - (a) to provide all reasonable support and assistance to the Company to assist it in satisfying its obligations under the Agreements and the other Transaction Documents to which it is a party including the provision of further advances to the Company under the Note to meet any of its future financial obligations and its obligations under the Transaction Documents to which it is a party; and
  - (b) to indemnify the Company on demand against all reasonable costs, fees, taxes, losses, expenses and disbursements incurred by the Company, both prior to the Effective Date and future, in relation to the Agreements and the other Transaction Documents, its incorporation, continued existence and dissolution and liquidation including, without limitation, directors' fees, company secretarial fees, fees payable to corporate, accountancy and tax compliance service providers, auditors' fees, legal and tax advisory fees, liquidator's fees and all other costs, fees, expenses and disbursements incurred by or in connection with its corporate existence.

Notwithstanding the foregoing, Aeromexico shall not be required to indemnify the Company for such losses resulting from or attributable to (i) a breach by the Company of any of the terms of the Agreements or the other Transaction Documents excluding such breaches resulting directly or indirectly from any act or failure to act by Aeromexico (including any failure by Aeromexico to provide

financial assistance to the Company as provided for in paragraph 2(a) above) or any person other than the Company or (ii) the wilful default, fraud or gross negligence of the Company.

Aeromexico hereby represents and warrants to the Company that as of the Effective Date (as defined in the Amendment Agreement), its obligations under this Deed constitute administrative expense obligations of Aeromexico in the Chapter 11 cases commenced by Aeromexico and its affiliates on June 30, 2020 and pending in the United States Bankruptcy Court for the Southern District of New York under the lead case no. 20-11563.

This Deed and any non-contractual obligations arising out of or in connection therewith shall be governed by and construed in accordance with the laws of Ireland and we irrevocably submit to the jurisdiction of the courts of Ireland.

**IN WITNESS WHEREOF** Aeromexico have executed and delivered (and have intended to so execute and deliver) this Deed as a deed on the date written above.

Yours faithfully

**SIGNED AND DELIVERED AS A DEED  
BY**

\_\_\_\_\_  
**Name:**

**Title:**

**BY**

\_\_\_\_\_  
**Name:**

**Title:**

**FOR AND ON BEHALF OF  
AEROVÍAS DE MÉXICO, S.A. DE C.V.**

in the presence of:

\_\_\_\_\_  
(Signature of witness)

\_\_\_\_\_  
(Name of witness)

\_\_\_\_\_  
(Address of witness)

**Exhibit E**

**Carlyle & Santander Order**

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

**In re:**

**GRUPO AEROMÉXICO, S.A.B. de C.V., *et al.*,  
Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 20-11563 (SCC)**

**(Jointly Administered)**

**ORDER AUTHORIZING THE DEBTORS TO ENTER INTO AMENDED PDP  
FINANCING ARRANGEMENTS WITH BANCO SANTANDER AND RUNWAY PDP  
LENDER ONE DAC AND GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)<sup>2</sup> of Grupo Aeroméxico, S.A.B. de C.V. and its affiliates that are debtors and debtors in possession in these cases (collectively, the “**Debtors**”) for entry of an order (this “**Order**”) seeking authorization, pursuant to sections 362, 363, 365, 1107 and 1108 and other applicable sections of the title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”), and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedures, for, among other things: (a) the entry by Aerovías de México, S.A. de C.V. (“**Aerovías**” or “**Lessee Debtor**”) into that certain reassignment agreement with Runway PDP Borrower Irish Designated Activity Company (“**Runway Borrower**”) pursuant to which Aerovías will assume the rights and obligations of Runway Borrower under that certain Purchase Agreement No. PA-03813 dated November 5, 2012 between Aerovías and The Boeing Company (“**Boeing**”), as amended, modified or supplemented from time to time, including by that certain Letter Agreement No. AMX-LA-

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Motion.

1907974 dated December 30, 2019, and including the related Aircraft General Terms Agreement AGTA-AMX to purchase two (2) Boeing model 737 MAX aircraft (the “**Reassignment Agreement**”), (b) the entry by Aerovías into that certain Release and Amendment Agreement and any other agreements and documents including the Side Letter (as defined and described in such Release and Amendment Agreement) (collectively, the “**Runway 737 MAX Release and Reassignment Agreements**”) necessary to unwind the assignments of purchase rights relating to such 737 MAX Aircraft which were assigned to Runway PDP Lender One DAC (“**Runway**”) to secure the obligations of Runway Borrower under a PDP financing (the “**PDP Financing**”) of aircraft, and (c) entry by Aerovías into the amended PDP Financing Agreement as amended on or about the date hereof (the “**Santander PDP Financing Agreement Amendment**,” and, the existing PDP Financing Agreement, as amended, the “**Santander PDP Financing Agreement**”) with Banco Santander (“**Santander**”) and the other parties to the Santander PDP Financing Agreement which (i) provides for the release of Santander’s lien (as collateral agent on behalf of the lenders) on the purchase rights relating to three (3) 737 MAX Aircraft and (ii) permits Aerovías to make certain payments thereunder (each of the foregoing transactions described in (b), (c), and (d), the “**PDP Financing Transactions**”), and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion and held a hearing (the “**Hearing**”) to consider the relief requested in the Motion; and upon the record of the Hearing; and the Court

having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and the Court having determined the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

**A. GENERAL MATTERS.**

1. The Debtors are hereby authorized to effectuate the PDP Financing Transactions in accordance with the Reassignment Agreement, the Runway 737 MAX Release and Reassignment Agreements, and the Santander PDP Financing Agreement Amendment (the Runway 737MAX Release and Reassignment Agreements, and the Santander PDP Financing Agreement Amendment, collectively, the “**PDP Financing Arrangement Amendments**”), along with the Reassignment Agreement and all related documents referenced therein and any and all additional instruments, documents, and agreements that may be reasonably necessary, advisable or desirable to implement the forgoing agreements and for effectuating the PDP Financing Transactions (collectively, the “**PDP Financing Transaction Documents**”).

**B. ENTRY INTO THE PDP FINANCING AGREEMENT AMENDMENTS.**

2. The Lessee Debtor and the other Debtors are authorized under section 363(b) of the Bankruptcy Code, to enter into the Reassignment Agreement and to enter into the PDP Financing Arrangements Amendments which amend the applicable PDP Financing Arrangements, including, without limitation, to grant and/or modify the collateral and security interests in connection therewith, unwind the assignment of purchase rights relating to certain aircraft, revise payments schedules and remit certain payments thereunder, terminate certain purchase and leasing

obligations required thereunder, and allow for the incurrence of additional guarantees by the Debtors, as specified in the PDP Financing Arrangement Amendments.

3. Nothing in this Order, the PDP Financing Arrangements Amendments or in any documents, agreements or instruments concluded pursuant hereto or thereto (i) shall grant or be deemed to grant a superpriority claim with priority senior to, or *pari passu* with, the superpriority claim granted under the loan agreement governing the DIP facility referenced in the *Final Order Granting Debtors' Motion to (I) Authorize Certain Debtors in Possession to Obtain Post-Petition Financing; (II) Grant Liens and Superpriority Administrative Expense Claims to DIP Lenders; (III) Modify Automatic Stay; and (IV) Grant Related Relief* [ECF No. 527] (the “**Post-Petition Financing Order**”) or (ii) violates any provisions of such loan agreement or Post-Petition Financing Order.

**C. ADDITIONAL PROVISIONS.**

4. The Debtors are authorized to execute and deliver, and empowered to perform under, consummate, and implement, as applicable, the Reassignment Agreement, the PDP Financing Arrangements Amendments, and the other PDP Financing Transaction Documents and to take all further actions as may be reasonably requested by each of Boeing, Runway, Runway Borrower and Santander (collectively, the “**PDP Financing Parties**”), and each of Boeing, Runway, Runway Borrower and Santander may enforce any of their respective rights under such agreements that it would otherwise be entitled to enforce, without further order of the Court. The PDP Financing Transaction Documents shall be binding against the Debtors in accordance with their terms. The failure to describe specifically or include any particular provision of the PDP Financing Transaction Documents or related documents in the Motion or this Order shall not

diminish or impair the effectiveness of such provision, it being the intent of this Court that the PDP Financing Transaction Documents be approved in their entirety.

5. The PDP Financing Transactions Documents and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in a writing signed by the parties thereto, and in accordance with the terms thereof, without further order of the Court, *provided* that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

6. The automatic stay provisions under Section 362 of the Bankruptcy Code, to the extent applicable, are hereby vacated and modified to effectuate the terms and conditions of the PDP Financing Transaction Documents, the other PDP Financing Transactions and this Order, including to permit the delivery of any notices contemplated by the PDP Financing Transaction Documents, or to exercise any rights set forth under such agreements with respect to termination, in each case, without further order of the Court. Upon the occurrence of any event of default or material breach under any of the PDP Financing Arrangements, the applicable PDP Financing Party may file with the Court and deliver to the Debtors and the Committee a written notice (a "**Termination Notice**") effective as of five business days after its filing and delivery (the "**Remedies Period**"). Upon the expiration of the Remedies Period, the automatic stay in the above-referenced chapter 11 cases shall be deemed lifted and the applicable PDP Financing Party may undertake any remedies and enforcement actions provided for under such PDP Financing Arrangements and/or other PDP Financing Transaction Document without need for any authorization from the Court or further notice (other than as expressly provided for under the applicable PDP Financing Agreement). During the Remedies Period, the Debtors or the Committee may seek an emergency hearing at which either may contest the fact that an event of default or



material breach under the applicable PDP Financing Arrangements has occurred and is continuing. The Remedies Period shall automatically extend to the conclusion of such a hearing and the issuance of a ruling on the matters contested thereat.

7. This Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors and interest holders; PDP Financing Parties and any of their respective affiliates, successors, and assigns; and any affected third parties, notwithstanding (i) any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding, (ii) any dismissal of any of these Chapter 11 Cases or any successor chapter 11 or chapter 7 cases; (iii) entry of any order converting any of these Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; or (iv) entry of any order pursuant to which this Court abstains from hearing any of these Chapter 11 Cases or any successor cases.

8. The terms and provisions of this Order shall be immediately effective and enforceable upon its entry. The effectiveness of this Order shall not be stayed pursuant to Rule 6004(h) or 6006(d) of the Federal Rules of Bankruptcy Procedure or otherwise.

9. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: \_\_\_\_\_  
New York, New York

\_\_\_\_\_  
HONORABLE SHELLEY C. CHAPMAN  
UNITED STATES BANKRUPTCY JUDGE

**Annex 1**

**Carlyle Release and Amendment Agreement**

Execution Version

DATED \_\_\_\_\_, 2021

**RUNWAY PDP BORROWER IRISH DESIGNATED ACTIVITY COMPANY**, as  
Assignor

**RUNWAY PDP LENDER ONE LLC**, as Assignee

**RUNWAY PDP LENDER ONE LLC**, as Lender

and

**CARLYLE AVIATION MANAGEMENT LIMITED**, as Agent

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RELEASE AND AMENDMENT AGREEMENT  
relating to  
[Redacted] BOEING 737MAX-8 AIRCRAFT  
Manufacturer's Serial Numbers [Redacted]

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**THIS RELEASE AND AMENDMENT AGREEMENT** (this “Agreement”) is dated \_\_\_\_\_, 2021 and is made BETWEEN:

- (1) **RUNWAY PDP BORROWER IRISH DESIGNATED ACTIVITY COMPANY**, an Irish designated activity company with registered number 6689864 (“Assignor”);
- (2) **RUNWAY PDP LENDER ONE LLC**, a Delaware limited liability company, as Security Trustee (“Assignee”);
- (3) **RUNWAY PDP LENDER ONE LLC**, a Delaware limited liability company, as lender (the “Lender”); and
- (4) **CARLYLE AVIATION MANAGEMENT LIMITED**, a company incorporated under the laws of Bermuda, as (“Agent”)

**WHEREAS**

- (A) Assignor, Assignee, Agent, and the Lender entered into that certain PDP Facility Agreement dated as of [Redacted] (the “Facility Agreement”).
- (B) Aerovías de México, S.A. de C.V. (“AMX” or “Aeromexico”) and Grupo Aeroméxico, S.A.B. De C.V. (“Grupo Aeroméxico” and, together with AMX, the “Guarantors”) guaranteed the obligations and liabilities of assignor under the Facility Agreement.
- (C) By that certain Purchase Agreement Security Assignment (737 MAX) dated [Redacted] (the “Security Assignment”), Assignor granted to Assignee a security interest in all of the Assignor’s right, title and interest in, to and under the Assigned Property.
- (D) No Utilizations (as defined in the Facility Agreement) were requested under the Facility Agreement in respect of the [Redacted] 737 MAX-8 aircraft bearing manufacturer's serial numbers [Redacted] (together, the “Aircraft”).
- (E) Assignee, Assignor and The Boeing Company have entered into that certain Boeing Consent to Collateral Assignment of Purchase Agreement Rights (Boeing 737 MAX) (the “Boeing Consent”) dated [Redacted].
- (F) On June 30, 2020, the Guarantors and certain of their affiliates (collectively, the “Debtors”) filed petitions for relief under title 11 of the United States Code, 11 U.S.C. § 101, et seq. (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York, initiating the jointly administered cases captioned In re Grupo Aeroméxico, S.A.B. de C.V., et al., Case No. 20-11563 (Bankr. S.D.N.Y.) (the “Chapter 11 Cases”).

**NOW THIS AGREEMENT WITNESSETH** as follows:

1. **RELEASE, REASSIGNMENT AND REPRESENTATION**

- 1.1 Assignor acknowledges and agrees that no Utilizations are or will be permitted to be requested by Assignor or made to Assignor pursuant to the Facility Agreement in respect of the Aircraft. In connection therewith, Assignor hereby requests that Assignee release the security interests granted under the Security Assignment.
- 1.2 Upon the Effective Date, Assignee (a) reassigns and releases to the Assignor, as applicable, without recourse, representation or warranty, its Security Interest under the Security Assignment with respect to the Aircraft and the other Assigned Property and (b) agrees that its Security Interest under the Security Assignment with respect to the Aircraft and the other Assigned Property is terminated.
- 1.3 Assignee hereby agrees (a) to execute as soon as is reasonably practicable following the Effective Date, and agrees that the Assignor may deliver, after the Effective Date, notice of the reassignment in the form of Schedule 1 attached hereto to the parties to whom they are addressed, and (b) after the Effective Date, take such actions as Assignor may direct to amend the Assignee's filings with the Irish Companies Registration Office to delete references to the Aircraft, the Assigned Purchase Agreement in respect of the Aircraft and the other Assigned Property. Assignee hereby authorizes Assignor, at Assignor's expense, to file on or after the Effective Date a UCC-3 amendment statement in form and substance satisfactory to Assignee to amend the existing UCC filed in favor of Assignee in the District of Columbia in order to remove reference to the Assigned Property therefrom.
- 1.4 The Lender, Assignee and the Agent consent to Assignor reassigning the Assigned Purchase Agreement to Aeromexico on the Effective Date.
- 1.5 The "Effective Date" shall occur upon completion of all of the following:
  - (a) Aeromexico and Assignor shall have executed and delivered the side letter in form and substance satisfactory to Assignee [Redacted] (the "Side Letter").
  - (b) The Bankruptcy Court shall have entered an order authorizing the Debtors to enter into and perform under a stipulation by and among the Debtors, Assignor, Assignee, and Agent, in form and substance satisfactory to Assignee [and Agent], pursuant to which the automatic stay under section 362 of the Bankruptcy Code, to the extent applicable, shall be modified to permit the negotiation and execution of this Agreement and the Side Letter;
  - (d) Upon the occurrence of the Effective Date, the Assignee will execute and deliver to Assignor, for delivery in accordance with Section 1.3 above, the notice of reassignment in the form of Schedule 1.

## 2. FURTHER ASSURANCES

At the sole cost and expense of Assignor, Assignor and Assignee shall, from time to time after the Effective Date, execute and deliver any and all appropriate instruments, as may be requested by the Assignor and which may reasonably be required for the purposes of effecting and/or perfecting the terminations, reassignments and releases contemplated by this Agreement.

3. **LAW AND DEFINITIONS**

- 3.1 This Agreement and any claim or controversy arising out of, or in connection therewith or any matter arising thereunder, whether sounding in contract, tort or otherwise, shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, without written reference to principles of conflicts of law other than sections 5-1401 and 5-1402 of the New York general obligations law.
- 3.2 In this Agreement:
- (a) capitalized terms used, but not defined, shall have the respective meanings ascribed to them in the Security Assignment; and
  - (b) references to any documents shall be construed as a reference to that document in force for the time being and as amended, supplemented or novated from time to time.
- 3.3 This Agreement may be executed in counterparts each of which, when taken together, shall constitute one and the same document.
- 3.4 This constitutes the entire agreement of the parties hereto and supersedes all prior agreements, arrangements or understandings, whether written or oral, among the parties with respect to the subject matter of this Agreement. Nothing in this Agreement shall constitute an amendment, waiver, release, termination or other modification of the terms, rights, powers, obligations, liabilities or claims under or in connection with the Facility Agreement or other Transaction Documents except as expressly set forth herein.

*[Signature Page Follows]*

**IN WITNESS WHEREOF** this Agreement has been executed by the parties hereto on  
the day and year first herein written.

**RUNWAY PDP BORROWER IRISH DESIGNATED ACTIVITY COMPANY, as  
Assignor**

By: \_\_\_\_\_  
Name:  
Title:

**RUNWAY PDP LENDER ONE LLC, as Assignee  
By Carlyle Aviation Management Limited, its Manager**

By: \_\_\_\_\_  
Name:  
Title:

**RUNWAY PDP LENDER ONE LLC, as Lender  
By Carlyle Aviation Management Limited, its Manager**

By: \_\_\_\_\_  
Name:  
Title:

**CARLYLE AVIATION MANAGEMENT LIMITED, as Agent,**

By: \_\_\_\_\_  
Name:  
Title:

## SCHEDULE 1

### FORM OF NOTICE OF RELEASE TO THE BOEING COMPANY

Date: \_\_\_\_\_ 2021

From:

**RUNWAY PDP BORROWER IRISH DESIGNATED ACTIVITY COMPANY** (the  
“Assignor”)

**RUNWAY PDP LENDER ONE LLC** (the “Assignee”)

To: The Boeing Company (“Boeing”)

Re: [Redacted] Boeing 737 MAX-8 Aircraft with Manufacturer’s Serial Numbers [Redacted]  
(the “Aircraft”)

We refer to that certain Purchase Agreement Security Assignment (737 Max) dated [Redacted] between Assignor and Assignee (the “Security Assignment”), in which Assignor granted to Assignee the security interests set out therein.

We hereby give notice to Boeing that pursuant to a Release Agreement dated on or about the date hereof among, *inter alia*, Assignor and Assignee, Assignee has released all of its security interest in the assigned rights granted under the Security Assignment in respect of the Aircraft and accordingly confirms that it no longer has any interest in the said assigned rights in respect of the Aircraft (including all rights Assignee had pursuant to the Security Assignment in Purchase Agreement No. [Redacted] dated [Redacted] between Aerovías de México, S.A. de C.V. (“AMX”) and Boeing, incorporating Aircraft General Terms Agreement No. AGTA-AMX dated [Redacted] between AMX and Boeing, with respect to the Aircraft, which AMX’s rights relating to the Aircraft were assigned by AMX to Assignor pursuant to the Aircraft Purchase Agreement Assignment dated [Redacted] between AMX and Assignor)(the “Assigned Rights”).

Boeing is released from its duties, obligations, and liabilities under the Boeing Consent to Collateral Assignment of Purchase Agreement Rights (Boeing 737 MAX) dated [Redacted] and executed, by Assignee, Assignor and Boeing and relating to the Security Assignment and the granting of security interests in the Assigned Rights (the “Boeing Consent”).

We request that Boeing acknowledge receipt of this notice with respect to Assignee’s release Assigned Rights and the release in respect of the Boeing Consent above by countersigning the acknowledgement of the notice.



This Notice of Release to The Boeing Company and the acknowledgement shall be governed by and construed in accordance with the laws of the State of New York, excluding the conflict of laws provisions thereof.

*[Signature Page Follows]*

**RUNWAY PDP BORROWER IRISH DESIGNATED ACTIVITY COMPANY, as  
Assignor**

By: \_\_\_\_\_  
Name:  
Title:

**RUNWAY PDP LENDER ONE LLC, as Assignee**

By: \_\_\_\_\_  
Name:  
Title:

**ACKNOWLEDGED:**

**THE BOEING COMPANY**

By: \_\_\_\_\_

Name:

Title:

**Annex 2**

**Carlyle Reassignment Agreement**

## REASSIGNMENT AGREEMENT

To: Aerovías de México, S.A. de C.V.  
Attention: Legal Department and Fleet Department  
To: THE BOEING COMPANY  
Attention: Vice President – Contracts

Date: \_\_\_\_\_, 2021

Dear Sirs,

We refer to the Aircraft Purchase Agreement Assignment (the “**Purchase Agreement Assignment**”) dated [REDACTED], between AEROVÍAS DE MÉXICO, S.A. DE C.V. as assignor (the “**Assignor**”) and RUNWAY PDP BORROWER IRISH DESIGNATED ACTIVITY COMPANY as assignee (the “**Assignee**”) relating to a Purchase Agreement (as such term is further defined in the Purchase Agreement Assignment).

With effect from the delivery of this Reassignment Agreement to Assignor and to The Boeing Company (**Boeing**) this day, as regards to [REDACTED] Boeing 737-8 MAX aircraft bearing manufacturer’s serial numbers [REDACTED] and [REDACTED] (the **Relevant Aircraft**), which are [REDACTED] of the Aircraft as defined in the Purchase Agreement, we hereby confirm that:

- (a) the Relevant Aircraft are released from the terms and conditions of the Purchase Agreement Assignment and the Purchase Agreement Assignment shall terminate with respect to the Relevant Aircraft;
- (b) the Assigned Rights (as defined in the Purchase Agreement Assignment) are re-assigned to Assignor and Assignor shall have the right and obligation to purchase the Relevant Aircraft under the Purchase Agreement;
- (c) the right, title and interest in all advance payments in respect of the Relevant Aircraft paid and payable by Assignee to Boeing is hereby transferred from Assignee to Assignor and Boeing shall treat such advance payments as having been paid for and on behalf of Assignor.

By countersigning this Reassignment Agreement, Boeing acknowledges the aforementioned reassignment and consents to the terms hereof.

Assignor as subordinated lender and Assignee as borrower are parties to the Subordinated Loan Agreement dated [REDACTED] (the “**Subordinated Loan Agreement**”). In consideration for the reassignment contemplated hereby, any and all Advances (as defined in the Subordinated Loan Agreement) in respect of the Relevant Aircraft together with all accrued but unpaid interest on such Advances shall be deemed repaid (the “**Repayment**”).

By countersigning this Reassignment Agreement, Assignor acknowledges and accepts the aforementioned reassignment and the Repayment.

This Reassignment Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the State of Washington, U.S.A., exclusive of Washington’s conflicts of laws principles.

Please countersign this Reassignment Agreement and confirm your agreement or (in the case of Boeing) consent to the aforementioned.

For and on behalf of:

**RUNWAY PDP BORROWER IRISH DESIGNATED ACTIVITY COMPANY,**  
as Assignee

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By:

Title:

For and on behalf of:

**AEROVÍAS DE MÉXICO, S.A. DE C.V.,**  
as Assignor

---

By:

Title:

---

By:

Title:

For and on behalf of:

**THE BOEING COMPANY**

---

By:

Title:

**Annex 3**

**Santander Release and Reassignment Agreement**

Dated as of April \_\_, 2021

**CIBANCO, S.A. INSTITUCIÓN DE BANCA MÚLTIPLE (AS SUCCESSOR TO  
DEUTSCHE BANK MÉXICO, S.A., INSTITUCIÓN DE BANCA  
MÚLTIPLE, DIVISIÓN FIDUCIARIA)**

acting as trustee of  
**FIDEICOMISO No. F/1930**  
(a trust established under the laws of Mexico)  
as Borrower

**AEROVÍAS DE MÉXICO, S.A. DE C.V., GRUPO AEROMEXICO, S.A.B. DE C.V. and  
AEROLITORAL, S.A. DE C.V.**  
as Guarantors

**BANCO SANTANDER MÉXICO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE,  
GRUPO FINANCIERO SANTANDER MÉXICO (FORMERLY BANCO SANTANDER  
(MÉXICO), S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO  
SANTANDER MÉXICO)**  
as Administrative Agent and Collateral Agent

**BANCO SANTANDER (MÉXICO), S.A., INSTITUCIÓN DE BANCA MÚLTIPLE,  
GRUPO FINANCIERO SANTANDER MÉXICO, BANCO NACIONAL DE  
COMERCIO EXTERIOR, S.N.C., INSTITUCIÓN DE BANCA DE DESARROLLO and  
SABCAPITAL S.A. DE C.V. SOFOM, E.R.**  
as Lenders

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RELEASE AND REASSIGNMENT AGREEMENT

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This RELEASE AND REASSIGNMENT AGREEMENT, dated as of April \_\_, 2021 (as amended, supplemented and modified from time to time, this “**Agreement**”), is made between:

- (1) CIBANCO, S.A. INSTITUCIÓN DE BANCA MÚLTIPLE (as successor to DEUTSCHE BANK MÉXICO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, DIVISIÓN FIDUCIARIA), not in its individual capacity but acting as trustee (“**Borrower Trustee**”) of FIDEICOMISO No. F/1930, an administration, payment and security trust established under the laws of Mexico as borrower (“**Borrower**”);
- (2) AEROVÍAS DE MÉXICO, S.A. DE C.V., a limited liability company (*sociedad anónima de capital variable*) organized and existing under the laws of Mexico as a guarantor (“**Aeromexico**”);
- (3) AEROLITORAL, S.A. DE C.V., a limited liability company (*sociedad anónima de capital variable*) organized and existing under the laws of Mexico as a guarantor (“**Aerolitoral**”);
- (4) GRUPO AEROMEXICO, S.A.B. DE C.V., a limited liability company (*sociedad anónima bursatil de capital variable*) organized and existing under the laws of Mexico as a guarantor (“**Grupo Aeromexico**”, and together with Aeromexico and Aerolitoral, “**Guarantors**”);
- (5) BANCO SANTANDER MÉXICO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SANTANDER MÉXICO (formerly BANCO SANTANDER (MÉXICO), S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SANTANDER MÉXICO, as administrative agent (“**Administrative Agent**”) and as collateral agent (“**Collateral Agent**”); and
- (6) BANCO SANTANDER MÉXICO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SANTANDER MÉXICO (formerly BANCO SANTANDER (MÉXICO), S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SANTANDER MÉXICO, BANCO NACIONAL DE COMERCIO EXTERIOR, S.N.C., INSTITUCIÓN DE BANCA DE DESARROLLO and SABCAPITAL S.A. DE C.V. SOFOM, E.R., as lenders (each a “**Lender**”, and collectively, “**Lenders**”).

The parties to this Agreement hereby agree as follows:

## ARTICLE I

### INTERPRETATION

Section 1.1 **Definitions.** Capitalized terms and expressions used and not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

For purposes of this Agreement, the following terms shall have the meanings indicated

below:

[REDACTED]

**“Bankruptcy Cases”** means the Chapter 11 cases and proceedings initially filed by the Guarantors on June 30, 2020 under the lead case no. 20-11563 with the Bankruptcy Court and all affiliated and associated filings and proceedings in any other court or jurisdiction relating to such cases.

**“Bankruptcy Court”** means the United States Bankruptcy Court for the Southern District of New York.

**“Bankruptcy Court Order”** means an order entered by the Bankruptcy Court in form and substance acceptable to the Guarantors and the Administrative Agent authorizing each Guarantor’s entry into the transactions contemplated under this Agreement, providing for the assumption of the AMX Guarantee and this Agreement, as applicable, pursuant to Section 365 of the Bankruptcy Code, and finding that (a) all conditions to assumption set forth in Section 365(b) of the Bankruptcy Code have been satisfied, including the cure and/or waiver of all Events of Default, (b) there are, as of the date of assumption, no monetary cure amounts due and owing under the AMX Guarantee, any Transaction Document or this Agreement and (c) there are no events or circumstances that with the giving of notice and/or the passage of time and/or the making of a relevant decision could constitute an Event of Default or that any such events or circumstances have been cured or waived.

**“Effective Date”** has the meaning provided in Section 3.1 (*Condition to Effectiveness of this Agreement*).

**“Final Order”** means an order or judgment, the operation or effect of which has not been reversed, stayed, modified, or amended, and as to which order or judgment (or any reversal, stay, modification, or amendment thereof) (a) the time to appeal, seek certiorari, or request reargument or further review or rehearing has expired and no appeal, petition for certiorari, or request for reargument or further review or rehearing has been timely filed, or (b) any appeal that has been or may be taken or any petition for certiorari or request for reargument or further review or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, from which certiorari was sought, or to which the request was made, and no further appeal or petition for certiorari or request for reargument or further review or rehearing has been or can be granted; provided, however, with respect to either of the foregoing, no order or judgment shall fail to be a final order solely because of the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed with respect to such order or judgment.

**“Finance Party”** means each of, or collectively, as the context may require, the Administrative Agent, the Collateral Agent and the Lenders.

**“Loan Agreement”** means Loan Agreement, dated as of March 29, 2017 (as amended, supplemented and modified from time to time), among the parties hereto.

**“Partial Release and Termination Agreement”** means the *Convenio de Liberación y*

*Extinción Parcial* in the form attached hereto as Appendix 1 (*Form of Partial Release and Termination Agreement*), to be executed by Borrower Trustee as *fiduciario* and Aeromexico as *fideicomitente*.

“**Purchase Agreement Reassignment**” means the Purchase Agreement Assignment in the form attached hereto as Appendix 2 (*Form of Purchase Agreement Reassignment*), to be executed by Borrower Trustee as assignor and Aeromexico as assignee and consented to by the Manufacturer.

“**Reassignment Letter (NY)**” means the Letter of Reassignment in the form attached hereto as Appendix 3 (*Form of Reassignment Letter (NY)*), to be executed by the Collateral Agent and consented to by Borrower Trustee and the Manufacturer.

“**Release Documents**” means the Partial Release and Termination Agreement, the Purchase Agreement Reassignment, the Reassignment Letter (NY), and the Release Letter (MX).

“**Release Letter (MX)**” means the *Carta de Liberación* in the form attached hereto as Appendix 5 (*Form of Release Letter (MX)*), to be executed by Administrative Agent.

“**Relevant Principal Amount**” means:

[REDACTED].

“**Undelivered Aircraft**” means [REDACTED].

Section 1.2 **Construction.** Headings are to be ignored in construing this Agreement and unless the contrary intention is stated, a reference to:

(a) the definitions set forth in Section 1.1 (*Definitions*) shall apply equally to both the singular and plural forms of the terms defined;

(b) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms;

(c) the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”;

(d) this “Agreement” or any other agreement or instrument is a reference to this Agreement or such other agreement or instrument as amended, novated, supplemented, extended or restated from time to time; and

(e) a Section or an Appendix is to a section of or an appendix to this Agreement.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.1 **Borrower Trustee Representations and Warranties.** Borrower Trustee

(in respect of itself and Borrower) makes the following representations and warranties as of the date of this Agreement:

(a) Borrower has been duly created as a trust (*fideicomiso*) under the laws of Mexico.

(b) Borrower Trustee has all requisite power and authority and all necessary consents, approvals, authorizations, orders, registrations, qualifications, licenses and permits of and from all public regulatory or governmental agencies and bodies, to enter into this Agreement and to perform its obligations hereunder.

(c) This Agreement has been duly authorized, executed and delivered by it, and this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting creditors' rights generally and general principles of equity.

(d) The entry into and performance by it of, and the transactions contemplated by, this Agreement do not and will not conflict with (i) any law or regulation applicable to it, (ii) its constitutive documents or (iii) any agreement or instrument binding upon it or any of its assets.

**Section 2.2 Guarantor Representations and Warranties.** Each of Aeromexico (on behalf of itself), Grupo Aeromexico (on behalf of itself) and Aerolitoral (on behalf of itself) makes the following representations and warranties as of the date of this Agreement:

(a) Aeromexico is a limited liability company (*sociedad anónima de capital variable*) duly organized and validly existing under the laws of Mexico and has the corporate power to own its assets and carry on its business as it is being conducted.

(b) Grupo Aeromexico is a limited liability company (*sociedad anónima bursatil de capital variable*) duly organized and validly existing under the laws of Mexico and has the corporate power to own its assets and carry on its business as it is being conducted.

(c) Aerolitoral is a limited liability company (*sociedad anónima de capital variable*) duly organized and validly existing under the laws of Mexico and has the corporate power to own its assets and carry on its business as it is being conducted.

(d) Subject to approval by the Bankruptcy Court of the transactions contemplated by this Agreement, each of Aeromexico, Grupo Aeromexico and Aerolitoral has the corporate power to enter into and perform, and has taken all necessary corporate action to authorize the entry into, performance and delivery of, this Agreement and the transactions contemplated hereby.

(e) Subject to approval by the Bankruptcy Court of the transactions contemplated by this Agreement, this Agreement has been duly authorized, executed and delivered by it, and this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy,

insolvency or other laws affecting creditors' rights generally and general principles of equity.

(f) The entry into and performance by it of, and the transactions contemplated by, this Agreement do not and will not conflict with (i) any law or regulation applicable to it, (ii) its constitutive documents or (iii) any agreement or instrument binding upon it or any of its assets.

### **ARTICLE III EFFECTIVENESS**

Section 3.1 **Condition to Effectiveness of this Agreement.** This Agreement shall become effective on the date ("the **Effective Date**") when the Bankruptcy Court Order becomes a Final Order.

### **ARTICLE IV AGREEMENTS AND CONFIRMATIONS**

#### **Section 4.1 Release and Reassignment; Payment.**

(a) Following the Effective Date, in respect of each Undelivered Aircraft, immediately prior to the Delivery of such Undelivered Aircraft and upon payment in full to the Administrative Agent of an amount equal to the Relevant Principal Amount and subject to the representations and warranties in this Agreement being true and correct and compliance with the other provisions of this Agreement, (i) the Administrative Agent shall (A) instruct the Borrower Trustee to enter into certain Release Documents in respect of such Undelivered Aircraft and (B) execute the Release Letter (MX) in connection thereto, (ii) Borrower shall release such Undelivered Aircraft from the Trust Agreement and reassign ownership of such Undelivered Aircraft to Aeromexico, and Borrower and Aeromexico shall execute the Partial Release and Termination Agreement in connection thereto, (iii) Borrower shall reassign the Assigned Purchase Agreement (to the extent such Assigned Purchase Agreement relates to such Undelivered Aircraft) to Aeromexico, and Borrower and Aeromexico shall execute the Purchase Agreement Reassignment and the Effective Time Notice (as defined in the Purchase Agreement Reassignment) in connection thereto, and (iv) the Lenders shall authorize the Collateral Agent to release the Lien in respect of such Undelivered Aircraft granted to or held by the Collateral Agent, and the Collateral Agent shall execute the Reassignment Letter (NY) in connection thereto, which shall be consented to by Borrower Trustee and the Manufacturer, and any other appropriate instruments to release such Lien.

(b) The Finance Parties consent to the agreements in Section 4.1(a) and confirm that upon the occurrence of the actions under Section 4.1(a)(i), (ii) and (iii): (i) such Undelivered Aircraft shall cease to be an "Aircraft" under the Loan Agreement; (ii) the Assigned Purchase Agreement (to the extent such Assigned Purchase Agreement relates to such Undelivered Aircraft) shall cease to be an "Assigned Purchase Agreement" under the Loan Agreement; (iii) the Consent (to the extent such Consent relates to such Undelivered Aircraft) in respect of such Aircraft shall cease to be a "Consent" under the Loan Agreement; (iv) the Purchase Agreement Security Assignment (to the extent such Purchase Agreement Security Assignment relates to such Undelivered Aircraft) shall cease to be a "Purchase Agreement Security Assignment" under the Loan Agreement; (v) the Assigned Purchase Agreement, the Consent and the Purchase Agreement

Security Assignment (to the extent each such agreement relates to such Undelivered Aircraft) shall cease to be "Transaction Documents" under the Loan Agreement; and (vi) the covenants and agreements in the Loan Agreement in respect of such Undelivered Aircraft and the Assigned Purchase Agreement to the extent it relates to such Undelivered Aircraft no longer apply to the foregoing.

(c) Notwithstanding any provision of the Loan Agreement to the contrary, Borrower will pay to the Administrative Agent for the benefit of the Lenders the Relevant Principal Amount for each of the Undelivered Aircraft on the earlier of (i) the date such Undelivered Aircraft is delivered by the Manufacturer and (ii) [REDACTED], and failure to make any such payment shall constitute an Event of Default.

**Section 4.2 Existing Defaults.** Subject to the compliance in full with all the provisions of this Agreement, the Finance Parties agree to forbear from exercising their rights and remedies in respect of any Event of Default existing on the date of this Agreement.

**Section 4.3 Guarantee Confirmations.** Subject to approval by the Bankruptcy Court of the transactions contemplated by this Agreement, each Guarantor hereby confirms that it assumes the AMX Guarantee and the AMX Guarantee remains in full force and effect with respect to the AMX Guaranteed Amounts as amended by the terms and conditions of this Agreement.

**Section 4.4 Transaction Documents Continuing.** Other than as provided in this Agreement, the terms and conditions of the Loan Agreement and the other Transaction Documents remain unchanged and shall continue in full force and effect.

**Section 4.5 Consent to Agreement.** Notwithstanding any provision of the Transaction Documents to the contrary, the Finance Parties consent to each of Borrower Trustee's, Borrower's and each Guarantor's execution and delivery of this Agreement, and Borrower Trustee, Borrower and each Guarantor entering into this Agreement and performing their respective obligations hereunder shall not constitute an Event of Default or a default under or a breach of any provision of any Transaction Document.

**Section 4.6 Application.** Notwithstanding any other provisions of the Transaction Documents, (a) prior to the occurrence of the actions under Section 4.1(a)(i), (ii) and (iii) in respect of each Undelivered Aircraft, the Administrative Agent may, in its sole discretion, apply any Security Amount towards payment of any amounts due under the Transaction Documents and (b) subject to their compliance with the terms and conditions of this Agreement, the Loan Agreement and the other Transaction Documents, in each case as modified by this Agreement, after the Effective Date, none of Borrower Trustee, Borrower and Guarantors shall have any obligation to make any payment to any Finance Party under the Loan Agreement or any other Transaction Document in excess of the payment of the Relevant Principal Amounts and the Security Amount as of the Effective Date.

## ARTICLE V

### MISCELLANEOUS

**Section 5.1 No Assignment.** The provisions of this Agreement shall be binding upon

and inure to the benefit of the parties hereto and their respective successors and assigns. None of Borrower Trustee, Borrower, any Guarantor and any Finance Party shall assign or transfer all or any of its rights and/or obligations under this Agreement without the prior written consent of the Finance Parties in the case of assignments or transfers by Borrower Trustee, Borrower or any Guarantor or the Guarantors in the case of assignments or transfers by any Finance Party.

**Section 5.2 Counterparts.** This Agreement may be executed in any number of separate counterparts and each counterpart shall when executed and delivered be an original document but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by fax or email will be deemed as effective as delivery of an originally executed version.

**Section 5.3 Notices.** The provisions of Section 9.1 (*Notices*) of the Loan Agreement are hereby incorporated into this Agreement *mutatis mutandis*, except that the address for notices of the Borrower is:

[REDACTED]

**Section 5.4 Amendments in Writing.** This Agreement shall not be amended or supplemented, or any provision hereof waived, without the consent in writing of each party.

**Section 5.5 Illegality.** If any part of this Agreement becomes invalid, illegal or unenforceable under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected.

**Section 5.6 Whole Agreement.** This Agreement constitutes the entire agreement between the parties hereto in relation to the amendment of the Loan Agreement as contemplated herein and matters related thereto and supersede all previous proposals, representations, amendments and other written and oral communications in relation thereto.

**Section 5.7 Disclosure.** Notwithstanding any provision of the Loan Agreement or any other Transaction Document to the contrary, the Guarantors may disclose this Agreement and any Transaction Document (a) as may be required to obtain the Bankruptcy Court's approval of this Agreement; or (b) to the U.S. Trustee, the Unsecured Creditors Committee or the entities providing the debtor-in-possession financing to the Guarantors, its Affiliates and any of their respective related Persons.

**Section 5.8 Electronic Signatures.** In connection with the performance of their respective duties hereunder, each party may give notices, consents, directions, approvals, instructions and requests to, and otherwise communicate with, each other using electronic means, including email transmission to such email addresses as each such party shall designate to the other parties, and, if necessary or if requested by the other party or parties, with an "electronic signature" or other "electronic record" (as such terms are defined in the New York State Electronic Signatures and Records Act). Delivery of an executed counterpart of this Agreement by facsimile, email, "electronic signature" or other "electronic record" will be deemed as effective as delivery of an originally executed counterpart. Any party delivering an executed counterpart of this Agreement by facsimile, email, "electronic signature" or other "electronic record" will also deliver an originally executed counterpart thereof, but the failure of any party to deliver an originally



executed counterpart of Agreement or any other Agreement will not affect the validity or effectiveness of this Agreement.

## ARTICLE VI

### GOVERNING LAW AND JURISDICTION

Section 6.1 **GOVERNING LAW AND JURISDICTION.** THIS AGREEMENT, AND ANY CLAIM OR CONTROVERSY ARISING OUT OF OR IN CONNECTION THEREWITH OR ANY MATTER ARISING THEREUNDER, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, SHALL IN ALL RESPECTS, BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICT OF LAW PRINCIPLES.

Section 6.2 **JURY WAIVER.** EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 6.3 The provisions of Section 9.7 (*Consent to Jurisdiction*) of the Loan Agreement are hereby incorporated in this Agreement *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF this Agreement has been signed on the day and year first above written.

**BORROWER**

CIBANCO, S.A. INSTITUCIÓN DE BANCA  
MÚLTIPLE, not in its individual capacity but solely  
as trustee of  
FIDEICOMISO NO. F/1930

By: \_\_\_\_\_  
Name:  
Title:

**GUARANTORS**

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AEROLITORAL, S.A. DE C.V.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GRUPO AEROMEXICO, S.A.B. DE C.V.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADMINISTRATIVE AGENT and  
COLLATERAL AGENT**

BANCO SANTANDER MÉXICO, S.A.,  
INSTITUCIÓN DE BANCA MÚLTIPLE,  
GRUPO FINANCIERO SANTANDER  
MÉXICO

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

**LENDERS**

BANCO SANTANDER MÉXICO, S.A.,  
INSTITUCIÓN DE BANCA MÚLTIPLE,  
GRUPO FINANCIERO SANTANDER  
MÉXICO

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

BANCO NACIONAL DE COMERCIO  
EXTERIOR, S.N.C., INSTITUCIÓN DE BANCA  
DE DESARROLLO

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

SABCAPITAL S.A. DE C.V. SOFOM, E.R.

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

**Appendix 1**

**Form of Partial Release and Termination Agreement**

[attached]



## **Convenio de Extinción Parcial**

**CONVENIO DE LIBERACIÓN Y EXTINCIÓN PARCIAL DEL FIDEICOMISO F/1930 (EL “CONVENIO”) QUE CELEBRAN, POR UNA PARTE AEROVÍAS DE MÉXICO, S.A. DE C.V. (EN LO SUCESIVO, “AEROMÉXICO”), EN SU CARÁCTER DE FIDEICOMITENTE, REPRESENTADO EN ESTE ACTO POR [●] Y POR [●], Y POR LA OTRA PARTE CIBANCO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, COMO CAUSAHABIENTE DE DEUTSCHE BANK MÉXICO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, DIVISIÓN FIDUCIARIA, ACTUANDO EXCLUSIVAMENTE EN SU CALIDAD DE FIDUCIARIO DEL FIDEICOMISO NÚMERO F/1930, REPRESENTADO EN ESTE ACTO POR SU DELEGADO FIDUCIARIO EL SEÑOR [ALONSO ROJAS DINGLER] (EN LO SUCESIVO, EL “FIDUCIARIO”); Y CONJUNTAMENTE CON AEROMÉXICO, LAS “PARTES”), AL TENOR DE LOS SIGUIENTES ANTECEDENTES, DECLARACIONES Y CLÁUSULAS:**

### **ANTECEDENTES**

I. Con fecha 29 de marzo de 2017, Aeroméxico como fideicomitente y el Fiduciario, en tal carácter celebraron un Contrato de Fideicomiso Irrevocable Núm. F/1930, modificado mediante el primer convenio modificatorio de fecha 8 de agosto de 2017, (el “Contrato de Fideicomiso”) a través del cual, Aeroméxico cedió de manera absoluta e irrevocable, entre otros, los derechos y obligaciones de Aeroméxico al amparo del Contrato de Compraventa Cedido en favor del Fiduciario para que formen parte del Patrimonio del Fideicomiso, respecto de la aeronave Boeing modelo 737-9 con número de serie de fabricante [REDACTED], incluyendo los motores, accesorios y partes instaladas en la misma (la “Aeronave Financiada”).

II. Con fecha 16 de octubre de 2020, se llevó a cabo (i) la escisión de la totalidad del negocio fiduciario de Deutsche Bank México, S.A., Institución de Banca Múltiple a SPV Metro, S.A., (ii) la venta de las acciones representativas del capital social de SPV Metro, S.A. a CIBanco, S.A., Institución de Banca Múltiple y (iii) la fusión de SPV Metro, S.A. con CIBanco, S.A., Institución de Banca Múltiple, con lo cual CIBanco, S.A., Institución de Banca Múltiple absorbió incondicionalmente la totalidad de los activos, pasivos, obligaciones y derechos, sin reserva ni limitación alguna, de SPV Metro, S.A., y adquirió a título universal la totalidad del patrimonio de SPV Metro, S.A., quedando a su cargo como si hubiesen sido contraídos por la propia CIBanco, S.A., Institución de Banca Múltiple, todos los adeudos y responsabilidades de SPV Metro, S.A., subrogándose CIBanco, S.A., Institución de Banca Múltiple en todos los derechos y obligaciones de SPV Metro, S.A. de índole civil, mercantil, fiscal y de cualquier otra naturaleza.

III. En virtud de lo anterior, y de conformidad con la Carta de Liberación otorgada por el Agente Administrativo al Fiduciario, las Partes desean celebrar el presente Convenio para efectos de que el Fiduciario transfiera y revierta al Fideicomitente la parte proporcional del Patrimonio del Fideicomiso correspondiente a la Aeronave Financiada cuyas Obligaciones hayan sido pagadas y cumplidas en su totalidad y que se menciona en dicha Carta de Liberación (los “Bienes Relevantes”), de forma que en este acto el Fiduciario libere los Bienes Relevantes y extinga de

manera parcial el Contrato de Fideicomiso por lo que respecta a dichos bienes. Copia de dicha Carta de Liberación se adjunta a este Convenio como Anexo 1.

## DECLARACIONES

I. Declara Aeroméxico, a través de sus representantes, que:

(a) Es una sociedad anónima de capital variable, constituida de conformidad con las leyes de México, facultada conforme a su objeto social y demás disposiciones de su acta constitutiva y sus estatutos sociales, para celebrar este Convenio, y para asumir y cumplir todas las obligaciones establecidas en el mismo.

(b) Sus representantes están facultados para celebrar este Convenio en nombre y representación de Aeroméxico, como Fideicomitente, y para obligar a Aeroméxico conforme a este Convenio, facultades que no les han sido revocadas ni modificadas de manera alguna.

(c) No se requiere consentimiento o autorización de cualquier naturaleza (distintas a aquellas obtenidas con anterioridad a la fecha de este Convenio), para la celebración de este Convenio por parte del Fideicomitente o para el cumplimiento de sus obligaciones conforme al mismo.

(d) La celebración y cumplimiento del presente Convenio, no contraviene sus estatutos sociales, cualquier contrato o convenio, de cualquier naturaleza, del que sea parte o que la obligue, o cualquier ley o reglamento que le sea aplicable.

(e) El presente Convenio constituye una obligación legal, válida y vinculante de Aeroméxico, exigible en su contra de conformidad con sus términos.

(f) Es su voluntad celebrar el presente Convenio y obligarse en los términos y condiciones que más adelante se establecen.

(g) Es su intención y deseo celebrar el presente Convenio a efecto de (i) recibir los Bienes Relevantes, y (ii) reconocer y aceptar la propiedad y titularidad de los Bienes Relevantes, conforme a lo dispuesto en el presente Convenio.

(h) Ha obtenido asesoría de profesionistas de su elección respecto del alcance e implicaciones de cuestiones legales y fiscales relacionadas con este instrumento y reconoce que el Fiduciario no es responsable por la estructura legal y fiscal del mismo y que el Fiduciario no garantiza ni asegura que la estructura contenida en este instrumento no sea alterada con subsecuentes modificaciones a la legislación fiscal.

II. Declara el Fiduciario, a través de su delegado fiduciario, que:

(a) Es una institución de banca múltiple, constituida de conformidad con las leyes de México y debidamente autorizada para actuar como fiduciario de conformidad con la legislación aplicable.

(b) Cuenta con facultades y poderes necesarios y suficientes para celebrar este Convenio y cumplir con sus obligaciones de conformidad con el mismo.

(c) Su delegado fiduciario está facultado para celebrar este Convenio en representación del Fiduciario y para obligar al Fiduciario conforme a este Convenio, facultades que no le han sido revocadas ni modificadas de manera alguna, según consta en la escritura pública No.[●], de fecha [●] de [●] de [●], otorgada ante la fe del licenciado [●], titular de la notaría [●] de la Ciudad de México, inscrita en el Registro Público de Comercio en el folio mercantil No. [●], con fecha [●] de [●] de [●], mediante la cual se hizo constar su designación como Delegado Fiduciario.

(d) La celebración de este Convenio y el cumplimiento de sus obligaciones de conformidad con el mismo no contraviene ni resulta en un incumplimiento de (i) sus estatutos sociales, (ii) cualquier ley, reglamento, decreto o autorización que le sea aplicable, o (iii) cualquier convenio significativo de cualquier naturaleza del que sea parte o al que sus bienes o patrimonio estén sujetos.

(e) Este Convenio constituye una obligación legal y válida del Fiduciario, exigible en su contra de conformidad con sus términos.

(f) Es el legítimo y único titular de los Bienes Relevantes.

(g) De conformidad con lo establecido en los fines del Contrato de Fideicomiso y de conformidad con la Carta de Liberación, celebra el presente Convenio a efecto de revertir al Fideicomitente la propiedad y titularidad de los Bienes Relevantes en los términos del presente Convenio, y acuerda en llevar a cabo todas y cada una de las acciones que resulten necesarias o convenientes para cumplir con sus obligaciones conforme a lo previsto en este Convenio y en la legislación aplicable.

De conformidad con los antecedentes y las declaraciones que anteceden, las Partes convienen otorgar y obligarse conforme a los términos y condiciones que señalan las siguientes:

## CLÁUSULAS

**PRIMERA. TÉRMINOS DEFINIDOS.** Los términos con mayúscula inicial contenidos en este Convenio cuyo significado no se encuentre expresamente definido en este Convenio, tendrán los significados que se asignan a los mismos en el Contrato de Fideicomiso.

**SEGUNDA. EXTINCIÓN PARCIAL DEL FIDEICOMISO.** De conformidad con la Carta de Liberación, el Fiduciario en este acto libera del Patrimonio del Fideicomiso, y revierte al Fideicomitente, la propiedad y titularidad de los Bienes Relevantes con respecto a la Aeronave Financiada.

**TERCERA. RECEPCIÓN DE LOS BIENES RELEVANTES.** El Fideicomitente en este acto (i) recibe los Bienes Relevantes conforme a los términos del presente Convenio y (ii) reconoce y acepta la propiedad y titularidad de los Bienes Relevantes.

**CUARTA. LIBERACIÓN.** Con base en la Carta de Liberación y conforme a lo dispuesto en el presente Convenio, el Fiduciario y el Fideicomitente en este acto reconocen y convienen que, con efectos a partir de la fecha de firma del presente Convenio, los Bienes Relevantes (a) no formarán parte del Patrimonio del Fideicomiso conforme al Contrato de Fideicomiso, y (b) no estarán sujetos a los términos y condiciones previstos en el Contrato de Fideicomiso.

Sujeto a la obligación de indemnizar a cargo del Fideicomitente que conforme a los términos del Contrato de Fideicomiso subsiste a la liberación de los Bienes Relevantes, en virtud de lo establecido en esta Cláusula, el Fideicomitente otorga al Fiduciario, a Boeing, al Agente Administrativo y a los Acreedores, el finiquito más amplio que en derecho proceda respecto del cumplimiento y ejecución del Contrato de Fideicomiso y respecto a todos los derechos y obligaciones establecidos a su favor y a su cargo en dicho Contrato de Fideicomiso, por lo que los derechos y obligaciones del Fideicomitente respecto de los Bienes Relevantes contenidos en el Contrato de Fideicomiso, quedarán, a partir de esta fecha, sin efecto alguno.

**QUINTA. IMPUESTOS Y GASTOS.** De acuerdo con lo previsto en el Contrato de Fideicomiso, todos los impuestos, costos, gastos, honorarios y comisiones razonables derivados de la elaboración, celebración y registro del presente Convenio, serán exclusivamente a cargo de y pagaderos por el Fideicomitente.

LA REVERSIÓN DEL PATRIMONIO DEL FIDEICOMISO AL FIDEICOMITENTE DE CONFORMIDAD CON EL PRESENTE CONVENIO NO ES Y NO DEBERÁ SER CONSIDERADA COMO UNA ENAJENACIÓN EN TÉRMINOS DE LA SECCIÓN V (CINCO ROMANO), INCISO A, DEL ARTÍCULO 14 (CATORCE) DEL CÓDIGO FISCAL DE LA FEDERACIÓN DE MÉXICO, EN VIRTUD DE QUE EL FIDEICOMITENTE EXPRESAMENTE SE RESERVÓ EL DERECHO DE REVERSIÓN PARA RECUPERAR LA PROPIEDAD Y TITULARIDAD DEL PATRIMONIO DEL FIDEICOMISO TRANSMITIDO, EN FAVOR DEL FIDUCIARIO, DE CONFORMIDAD CON LOS TÉRMINOS Y CONDICIONES PREVISTOS EN EL CONTRATO DE FIDEICOMISO.

**SEXTA. NO NOVACIÓN.** Excepto por lo expresamente previsto en el presente Convenio, el Contrato de Fideicomiso permanecerá en pleno vigor y efecto y sin modificación alguna, y ninguno de los términos del presente Convenio constituirá o deberá ser interpretado como una novación de las Obligaciones o el Contrato de Fideicomiso.

**SÉPTIMA. ILEGALIDAD.** Si algún término o disposición del presente Convenio resulta inválido, ilícito o inejecutable, todos los demás términos y disposiciones del presente Convenio deberán subsistir y surtir sus efectos. En caso que algún término o disposición resulte inválido, ilícito o inejecutable, las Partes negociarán de buena fe a efecto de modificar el presente Convenio para acercarse tanto como resulte posible a la intención original de las Partes originalmente contempladas.

**OCTAVA. MODIFICACIONES.** El presente Convenio no podrá ser modificado sino mediante acuerdo por escrito firmado por las Partes.

**NOVENA. NOTIFICACIONES.** Todas las notificaciones y avisos que deban enviarse o entregarse las Partes de conformidad con este Convenio deberán ser hechos por escrito y entregados a las partes con acuse de recibo, en los domicilios que se indican a continuación o en cualquier otra dirección que dicha parte indique por escrito mediante previo aviso enviado a la otra parte del presente Convenio.

El Fideicomitente:

[REDACTED]

y con copia para el Agente Administrativo:

[REDACTED]

El Fiduciario:

[REDACTED]

**DÉCIMA. ACUERDO TOTAL.** El presente Convenio constituye el acuerdo total entre las Partes y representa la voluntad de cada una de las Partes.

**DÉCIMA PRIMERA. LEY APLICABLE; JURISDICCIÓN.** El presente Convenio se regirá por la legislación aplicable en México. Para todo lo relacionado con la interpretación, cumplimiento y ejecución del presente Convenio, las Partes se someten expresamente a la jurisdicción y competencia de los tribunales competentes de la Ciudad de México, renunciando expresamente a cualquier otro fuero que pudiera corresponderles por razón de sus domicilios presentes o futuros o por cualquier otra causa.

**EN VIRTUD DE LO CUAL**, las partes ejecutaron este Convenio de Liberación y Extinción Parcial del Contrato de Fideicomiso el día [●] de [●] de [●].

**Fideicomitente**

**Aerovías de México, S.A. de C.V.**

Por: \_\_\_\_\_

Nombre:

Cargo:

**Fiduciario**

**CIBanco, S.A., Institución de Banca Múltiple, como causahabiente de Deutsche Bank México, S.A., Institución de Banca Múltiple, División Fiduciaria, actuando exclusivamente en su calidad de fiduciario del Fideicomiso número f/1930**

Por: \_\_\_\_\_

Nombre:

Cargo: Delegado Fiduciario

Por: \_\_\_\_\_

Nombre:

Cargo:

**Anexo 1**  
**Carta de Liberación**

**Appendix 2**

**Form of Purchase Agreement Reassignment**

[attached]



**PURCHASE AGREEMENT  
ASSIGNMENT**

dated as of [●]

between

**AEROVÍAS DE MÉXICO, S.A. DE C.V.**  
as Assignee

and

**CIBANCO, S.A. INSTITUCIÓN DE BANCA MÚLTIPLE (AS  
SUCCESSOR TO DEUTSCHE BANK MÉXICO, S.A.,  
INSTITUCIÓN DE BANCA MÚLTIPLE, DIVISIÓN  
FIDUCIARIA)**

acting as trustee of

**FIDEICOMISO No. F/1930**

**(a trust established under the laws of Mexico)**

as Assignor

As Consented and Agreed to  
by The Boeing Company

Relating to [REDACTED] Boeing Model 737-9 Aircraft  
bearing manufacturer's serial number [REDACTED]  
under Purchase Agreement No. 3813

This PURCHASE AGREEMENT ASSIGNMENT (this “**Agreement**”) dated as of [●] between AEROVÍAS DE MÉXICO, S.A. DE C.V., a limited liability company (*sociedad anónima de capital variable*) organized and existing under the laws of Mexico, as assignee (the “**Assignee**”), and CIBANCO, S.A. INSTITUCIÓN DE BANCA MÚLTIPLE (AS SUCCESSOR TO DEUTSCHE BANK MÉXICO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, DIVISIÓN FIDUCIARIA), not in its individual capacity but acting as trustee (“**Trustee**”) of FIDEICOMISO No. F/1930, an administration, payment and security trust established under the laws of Mexico, as assignor (the “**Assignor**”).

**WITNESSETH:**

WHEREAS, Assignee and The Boeing Company (the “**Manufacturer**”) are parties to that certain Purchase Agreement No. 3813, dated November 5, 2012, and to that certain aircraft general terms agreement AGTA-AMX (the “**AGTA**”), dated July 21, 2006 (together, as amended and supplemented prior to the date hereof, the “**Purchase Agreement**”), pursuant to which the Manufacturer has agreed, among other things, to manufacture and sell to Assignee, and Assignee has agreed, among other things, to purchase, certain aircraft, engines and related equipment including [REDACTED] Boeing model 737-9 aircraft bearing manufacturer’s serial number [REDACTED] (the “**Aircraft**”);

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement Assignment, dated as of March 29, 2017 (the “**Assignment Agreement**”), pursuant to which Assignee assigned its rights and interests under the Purchase Agreement in respect of certain aircraft, including the Aircraft, to Assignor;

WHEREAS, Assignor wishes to transfer and assign to Assignee all of Assignor’s rights and interests in and to the Aircraft under the Purchase Agreement (to the extent such Purchase Agreement relates to the Aircraft, and as further defined below in Section 1, the “**Assigned Purchase Agreement**”), and Assignor further wishes to divest itself of, and be released from, all its obligations and liabilities under the Purchase Agreement with respect to the Aircraft (except as otherwise provided herein);

WHEREAS, Assignee wishes to acquire all of Assignor’s rights and interests in and to the Aircraft under the Assigned Purchase Agreement and to assume all of Assignor’s obligations and liabilities under the Assigned Purchase Agreement with respect to the Aircraft;

WHEREAS, the Manufacturer is prepared to consent to such assignment, assumption and release on the terms and conditions hereafter set forth;

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements herein contained and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

## **SECTION 1. DEFINITIONS AND INTERPRETATION**

### **(a) Definitions**

Capitalized terms used, but not defined, herein shall have the respective meanings ascribed thereto in the Assigned Purchase Agreement, or if not defined therein, then in the Consent Agreement (as defined below). For purposes of this Agreement, the following terms shall have the following meanings:

**“Advance Payment Amounts”** means the sum of all Advance Payments paid by the Assignor to Manufacturer and actually received by Manufacturer under the Purchase Agreement in relation to the Aircraft up to and including the Effective Time.

**“Assigned Purchase Agreement”** is defined in the recitals hereto, and more specifically means the Purchase Agreement, as modified and assigned pursuant to the Assignment Agreement in respect of the Aircraft to Assignor.

**“Collateral Agent”** means Banco Santander México, S.A., Institución de Banca Múltiple, Grupo Financiero Santander México, in its capacity as collateral agent.

**“Consent Agreement”** means that certain Consent and Agreement relating to Purchase Agreement Security Assignment, dated as of March 29, 2017, among Assignee, Manufacturer and Collateral Agent.

**“Effective Time”** means the time specified in the Effective Time Notice as being the time upon which the transactions contemplated by this Agreement shall be deemed to occur.

**“Effective Time Notice”** means a notice substantially in the form set out in Schedule 1 to this Agreement and signed on behalf of Assignor and Assignee.

**“Lien”** means: (a) any mortgage, charge, pledge, assignment, title retention, lien or other encumbrance securing any obligation of any person or any other agreement or arrangement having a similar effect; or (b) any agreement to give any of the foregoing.

“**Trust Agreement**” means that certain amended and restated irrevocable trust agreement F/1930, dated March 29, 2017, between the Assignor and Assignee.

**(b) Interpretation**

In this Agreement:

1. references to sections, paragraphs or clauses are to be construed as references to the sections, paragraphs and clauses of this Agreement;
2. references to this Agreement (or to any specified provisions of this Agreement) or any other document shall be construed as references to this Agreement, that provision or that document as in force for the time being and as amended in accordance with its terms, or, as the case may be, with the agreement of the relevant parties;
3. words importing the plural shall include the singular and vice versa;
4. headings to sections are for convenience only and are to be ignored in construing this Agreement;
5. references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any state or any agency thereof and shall include references to its successors, permitted transferees and permitted assigns;
6. references to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute;
7. liability includes any obligation or liability (whether present or future, actual or contingent, secured or unsecured, as principal or surety or otherwise);
8. the words other and otherwise shall not be construed ejusdem generis with any foregoing words where a wider construction is possible; and
9. the words herein, hereof and hereunder, and words of similar import shall be construed to refer to a document in its entirety and not to any particular provision of such document.

## **SECTION 2. ASSIGNMENT, ASSUMPTION AND RELEASE**

### **(a) Assignment**

Effective as of the Effective Time, Assignor does hereby sell, assign, transfer, convey and set over to the Assignee all of Assignor's right, title and interest under, in and to, and all of Assignor's obligations, duties, covenants, indemnities and liabilities under, the Assigned Purchase Agreement as and to the extent the same relates to the Aircraft including, without limitation and except as otherwise provided herein (i) the right to purchase and take title to the Aircraft, and (ii) the obligations of Assignor to purchase and take title to the Aircraft and to pay the outstanding balance of the Purchase Price thereof. Assignor and the Assignee hereby acknowledge and agree that (x) the sale and assignment effected by this Agreement is not made for security purposes but is absolute, unconditional and irrevocable and (y) this Agreement does not create or evidence the existence of and is not otherwise subject to any partnership or joint venture or similar association between Assignor and the Assignee.

### **(b) Assumption**

Effective as of the Effective Time, the Assignee hereby accepts the foregoing sale, assignment, transfer and conveyance and hereby assumes and agrees to observe and perform all the obligations, duties, covenants, indemnities and liabilities of Assignor under the Assigned Purchase Agreement with respect to the Aircraft (whether or not such obligations, duties, covenants, indemnities and liabilities arose prior to the execution of this Agreement) in every way as if the Assignee had at all times been a party to the Assigned Purchase Agreement in place of the Assignor.

### **(c) Application of Advance Payment Amounts**

Assignor has previously paid the Advance Payment Amounts to the Manufacturer in respect of the Aircraft, and without limiting clause (a) of this Section 2, Assignor and Assignee agree that effective as of the Effective Time, Assignor (i) hereby transfers to Assignee all of its rights, title and interest in and to the Advance Payment Amounts, (ii) hereby instructs Manufacturer to treat the Advance Payment Amounts as having been paid for and on behalf of Assignee, and (iii) hereby renounces any rights, title or interests it may have in respect of the Advance Payment Amounts.

### **(d) Acknowledgement**

Assignor further agrees and acknowledges that, effective as of the Effective Time, it shall not have an option or other right or ability to have reassigned, retransferred

or otherwise returned to it any of its rights, title, or interests in, to or under the Assigned Purchase Agreement assigned pursuant to clause (a) of this Section 2 (other than pursuant to clause Fifth (aa) of the Trust Agreement); and the Assignee shall be free to possess, retain and exercise all such assigned rights, title and interests without any restriction imposed by, or discretion to deal with or manage the same retained by, Assignor.

### **SECTION 3. ASSIGNEE'S OBLIGATIONS**

#### **(a) Assignee as Buyer**

Without limiting clause (b) of Section 2, Assignee agrees for the benefit of Manufacturer and Assignor and their successors and permitted assigns that Assignee shall, from and after the Effective Time, be liable to the Manufacturer as the "Customer" and "Buyer" under the Assigned Purchase Agreement with respect to the Aircraft to perform all of the duties and obligations thereunder as "Customer" and "Buyer."

#### **(b) Assigned Purchase Agreement Terms**

Notwithstanding anything contained herein to the contrary, Assignee confirms for the benefit of Manufacturer that, insofar as the provisions of the Assigned Purchase Agreement relate to the Aircraft, in exercising any rights under the Assigned Purchase Agreement or with respect to other goods, services, training, data, documents or other things delivered or to be delivered pursuant to the Assigned Purchase Agreement, the terms and conditions of the Assigned Purchase Agreement, including, without limitation, obligations to Manufacturer under the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES in Article 11 of Part 2 of Exhibit C to the AGTA or the insurance provisions in Article 8.2 of the AGTA shall apply to, and be binding upon, Assignee to the same extent as if Assignee had been the original "Customer" and "Buyer" thereunder. Assignee further agrees, expressly for the benefit of Manufacturer, that at any time and from time to time upon the written request of Manufacturer, Assignee shall promptly and duly execute and deliver any and all such further assurances, instruments and documents and take all such further action as Manufacturer may reasonably request in order to obtain the full benefits of Assignee's agreements set forth in this Section 3.

### **SECTION 4. ADDITIONAL OBLIGATIONS AND ACKNOWLEDGEMENTS**

#### **(a) No Additional Liability of Manufacturer**

Assignor and Assignee hereby acknowledge and agree, expressly for the benefit of Manufacturer, that nothing contained herein shall subject Manufacturer to any obligation or liability to which it would not otherwise be subject under the Purchase Agreement or modify in any respect the rights and interests of Manufacturer thereunder.

**(b) Non-disclosure of Assigned Purchase Agreement Terms**

Each of Assignor and Assignee hereby agrees, expressly for the benefit of Manufacturer, that it will not disclose the terms of the Assigned Purchase Agreement to any third party except (i) as required by applicable laws or governmental regulations, (ii) with the prior written consent of Manufacturer, (iii) to its accountants or financial or other professional advisors, or (iv) the Lenders and the Collateral Agent, as such terms are defined in that certain Loan Agreement, dated as of the date hereof, among, *inter alios*, Assignee, as borrower, and Collateral Agent, as collateral agent.

**(c) Actual Notice to Manufacturer**

Assignor and Assignee hereby agree, expressly for the benefit of Manufacturer, that for all purposes of this Agreement, Manufacturer shall not be deemed to have knowledge of and need not recognize any event, condition, right, remedy or dispute affecting the interests of Assignor or Assignee hereunder unless and until Manufacturer shall have received written notice thereof, addressed to [REDACTED], if by facsimile, and, in acting in accordance with the Assigned Purchase Agreement, Manufacturer may conclusively rely on such notice.

**SECTION 5. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES**

Assignee hereby represents and warrants to Assignor and Manufacturer that:

1. Assignee is a limited liability company (*sociedad anónima de capital variable*) organized and existing under the laws of Mexico and has the corporate power to enter into and perform, and has taken all necessary corporate action to authorize entry into, performance and delivery of, this Agreement and the transactions contemplated hereby;
2. This Agreement has been duly authorized, executed and delivered by Assignee and constitutes the valid, legal and binding obligation of Assignee except as enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting creditors' rights generally and general principles of equity;

3. Assignee's execution, delivery and performance of this Agreement require neither Assignee's shareholders' approval nor the consent or approval of, the giving notice to, the registration with or the taking of any other action in respect of any governmental authority or agency except such as have been obtained and are in full force and effect; and
4. Assignee's execution and delivery of this Agreement, and the performance by it of its obligations hereunder, does not, and will not, violate any provision of its constitutive documents or any provision of any applicable law in any material respect.

## **SECTION 6. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES**

Assignor hereby represents and warrants to Assignee and Manufacturer that:

1. Assignor is a trust (*fideicomiso*) organized and existing under the laws of Mexico and has the power to enter into and perform, and has taken all necessary action to authorize entry into, performance and delivery of, this Agreement and the transactions contemplated hereby;
2. This Agreement has been duly authorized, executed and delivered by Assignor and constitutes the valid, legal and binding obligation of Assignor;
3. The execution, delivery and performance of this Agreement do not require the consent or approval of, the giving notice to, the registration with or the taking of any other action in respect of any governmental authority or agency except such as have been obtained and are in full force and effect; and
4. Assignor's execution and delivery of this Agreement, and the performance by it of its obligations hereunder, does not, and will not, violate any provision of its constitutive documents or any provision of any applicable law in any material respect.

## **SECTION 7. NOTICES**

The provisions of Article 11 (*Notices*) of the AGTA, forming a part of the Assigned Purchase Agreement, shall be deemed to be incorporated herein, *mutatis mutandis*. The address of Assignee and Assignor for notices or requests pursuant to the Assigned Purchase Agreements is as follows:



[REDACTED]

## **SECTION 8. MISCELLANEOUS**

### **(a) Waiver/Severability**

Failure or delay by any party to enforce any provision of this Agreement will not be construed as a waiver. If any provision of this Agreement is held unlawful or otherwise ineffective by a court of competent jurisdiction, the remainder of this Agreement will remain in effect. The rights and remedies provided in this Agreement are cumulative and in addition to any and all rights and remedies provided by law.

### **(b) Counterparts**

This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

### **(c) Amendments**

Any amendment or waiver in relation to this Agreement shall not be effective unless in writing and signed by the parties hereto.

### **(d) Headings**

The headings for Section, clauses and paragraphs in this Agreement are for convenience of reference only and shall not be used to construe the meaning of, or affect the interpretation of, the various terms and provisions of this Agreement.

### **(e) Further Assurances**

Each party shall, at any time and from time to time, at the cost and expense of the requesting party, promptly and duly execute and deliver any and all such further instruments and documents and take such further action as may be reasonably required in order to obtain the full benefits of this Agreement and to implement the rights and powers herein granted or contemplated hereby. In addition, each party hereby agrees, expressly for the benefit of Manufacturer, that it shall, at any time and from time to time, at its own cost and expense, promptly and duly execute and deliver any and all such further instruments and documents and take such further action as may be reasonably requested by Manufacturer in order for Manufacturer to obtain the full benefits of this Agreement and to implement the rights and powers herein granted or contemplated hereby.

**(f) Governing Law**

**THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, PROVIDED THAT WASHINGTON'S CHOICE OF LAW RULES SHALL NOT BE INVOKED OR USED FOR THE PURPOSE OF APPLYING, OR IF THE RESULT WOULD BE THE APPLICATION OF, THE LAW OF ANOTHER JURISDICTION.**

**(g) Entire Agreement**

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous understandings or agreements, whether written or oral, among any of the parties hereto with respect to such subject matter are hereby superseded in their entireties.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed as of the date first above written.

For and on behalf of

**AEROVÍAS DE MÉXICO, S.A. DE C.V.**

For and on behalf of

**CIBANCO, S.A. INSTITUCIÓN DE  
BANCA MÚLTIPLE** (as successor to  
Deutsche Bank México, S.A., Institución de  
Banca Múltiple, División Fiduciaria), not in  
its individual capacity but acting as trustee  
of **FIDEICOMISO No. F/1930**

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title:

Acknowledged and Agreed by:

**THE BOEING COMPANY**

\_\_\_\_\_  
Name:

Title:

**SCHEDULE 1**

**EFFECTIVE TIME NOTICE**

---

The Boeing Company (“**Boeing**”)  
[REDACTED]

Attn. To Vice President – Contracts

Date: \_\_\_\_\_, 20\_\_

Re: Purchase Agreement Assignment, dated as of \_\_\_\_\_, 20\_\_, (the  
“**Assignment Agreement**”) between CIBanco, S.A. Institución de Banca Múltiple  
(successor to Deutsche Bank México, S.A., Institución de Banca Múltiple, División  
Fiduciaria), acting in its capacity as trustee of Fideicomiso No. F/1930 and  
Aerovías de México S.A. de C.V relating to Purchase Agreement 3813

Dear Sirs

Capitalized terms used but not defined herein shall have the respective meanings ascribed  
thereto in the Assignment Agreement.

We refer to the Assigned Purchase Agreement and the Assignment Agreement.

This is the Effective Time Notice as defined in, and for the purposes of, the Assignment  
Agreement. We confirm that the Effective Time is \_\_\_\_ on \_\_\_\_\_, 20\_\_ and that our  
respective representations and warranties set forth in the Assignment Agreement are true and  
correct as of the Effective Time.

Yours truly

For and on behalf of:

**CIBANCO, S.A. INSTITUCIÓN DE  
BANCA MÚLTIPLE** (as successor to  
Deutsche Bank México, S.A., Institución de  
Banca Múltiple, División Fiduciaria), not in  
its individual capacity but acting as trustee  
of **FIDEICOMISO NO. F/1930**

For and on behalf of:

**AEROVÍAS DE MÉXICO S.A. DE C.V.**

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title:

**Appendix 3**

**Form of Reassignment Letter (NY)**

[attached]

### Letter of Reassignment

**CIBANCO, S.A. INSTITUCIÓN DE BANCA MÚLTIPLE** (as successor to Deutsche Bank México, S.A., Institución de Banca Múltiple, División Fiduciaria), not in its individual capacity but solely as trustee of **FIDEICOMISO NO. F/1930** (the “Assignor”)  
[REDACTED]

The Boeing Company (“**Boeing**”)  
[REDACTED]

Date: [●]

Dear Sirs

1. We refer to the purchase agreement security assignment (the “**Purchase Agreement Security Assignment**”) dated as of March 29, 2017 between the Assignor, as assignor, and Banco Santander México, S.A., Institución de Banca Múltiple, Grupo Financiero Santander México (formerly Banco Santander (México), S.A., Institución de Banca Múltiple, Grupo Financiero Santander México) (the “**Assignee**”), relating to the purchase agreement number 3813 relating to, *inter alia*, the purchase of [REDACTED] Boeing 737-9 aircraft bearing manufacturer's serial number [REDACTED] (the “**Aircraft**”) dated as of November 5, 2012 and entered into between Boeing and the Assignor.
2. All terms used, but not defined, herein shall have the respective meanings ascribed thereto in the Purchase Agreement Security Assignment.
3. With effect from the date hereof, we hereby:
  - (a) re-assign to the Assignor the Collateral to the extent relating to the Aircraft;
  - (b) confirm that the Aircraft is released from the security created by the Purchase Agreement Security Assignment;
  - (c) confirm that the Assignor is released from its duties, obligations and liabilities under the Purchase Agreement Security Assignment to the extent relating to the Aircraft; and
  - (d) confirm that Boeing is released from its duties, obligations and liabilities under the Security Manufacturer Consent to the extent relating to the Aircraft.
4. By countersigning this Letter of Reassignment, the Assignor accepts the aforementioned release and re-assignment and releases the Assignee from its obligations under the Purchase Agreement Security Assignment and the Collateral, in each case, to the extent relating to the Aircraft.
5. By countersigning this Letter of Reassignment, Boeing releases the Assignee from its obligations under the Purchase Agreement Security Assignment, the Security Manufacturer Consent and the Collateral, in each case, to the extent relating to the Aircraft.
6. This Letter of Reassignment shall be governed by the laws of New York, including all matters of construction, validity and performance, as applicable to contracts between citizens of that state to be performed wholly within the state, excluding however the reference to its conflict of laws provisions.
7. Please countersign this Letter of Reassignment and confirm your agreement to the aforementioned.

[The remainder of this page has been intentionally left blank]

Yours faithfully

\_\_\_\_\_  
For and on behalf of

**BANCO SANTANDER MÉXICO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO  
FINANCIERO SANTANDER MÉXICO, as Assignee**

Name:

Name:

Title:

Title:



Acknowledged and Agreed

\_\_\_\_\_  
for and on behalf of

**CIBANCO, S.A. INSTITUCIÓN DE BANCA MÚLTIPLE**, (as successor to Deutsche Bank México, S.A., Institución de Banca Múltiple, División Fiduciaria), not in its individual capacity but solely as trustee of **FIDEICOMISO NO. F/1930**, as Assignor

Name:

Title: Trustee Delegate

Date:

\_\_\_\_\_  
for and on behalf of

**The Boeing Company**

Name:

Title:

Date:

**Appendix 4**

**Form of Release Letter (MX)**

[attached]

## Carta de Liberación

[●] de [●] de [●]

### **CIBanco, S.A., Institución de Banca Múltiple**

(como causahabiente de Deutsche Bank México, S.A.,  
Institución de Banca Múltiple, División Fiduciaria)  
[REDACTED]

Asunto: Carta de Liberación respecto de la Aeronave  
Financiada modelo 737-9 con número de serie de  
fabricante [REDACTED] incluyendo los motores,  
accesorios y partes instaladas en la misma.

Hacemos referencia (i) al Contrato de Fideicomiso Irrevocable Núm. F/1930 celebrado originalmente el 29 de marzo de 2017, y modificado mediante el primer convenio modificatorio de fecha 8 de agosto de 2017, (el “Fideicomiso”) celebrado entre Aerovías de México, S.A. de C.V. (“Aeroméxico”) como fideicomitente y Deutsche Bank México, S.A., Institución de Banca Múltiple, División Fiduciaria (ahora, CIBanco, S.A., Institución de Banca Múltiple, como causahabiente de Deutsche Bank México, S.A., Institución de Banca Múltiple, División Fiduciaria), como fiduciario (el “Fiduciario”) a través del cual, Aeroméxico cedió de manera absoluta e irrevocable los derechos y obligaciones de Aeroméxico al amparo del Contrato de Compraventa Cedido en favor del Fiduciario para que formen parte del Patrimonio del Fideicomiso, y (ii) al contrato de apertura de crédito simple celebrado originalmente el 29 de marzo de 2017, y modificado mediante el primer convenio modificatorio de fecha 8 de agosto de 2017, entre Banco Santander México, S.A. Institución de Banca Múltiple, Grupo Financiero Santander México (“Santander”), Banco Nacional de Comercio Exterior, S.N.C. y Sabcapital S.A. de C.V. SOFOM, E.R., en su carácter de acreedores (“Acreedores”), Santander en su carácter de agente administrativo (el “Agente Administrativo”), Santander en su carácter de agente de garantías, el Fiduciario en su carácter de deudor, y Aeroméxico, Grupo Aeroméxico S.A.B de C.V. y Aerolitoral, S.A. de C.V., en su carácter de garantes (los “Garantes”) (el “Contrato de Crédito”). Salvo que la presente carta de liberación establezca lo contrario, todos los términos definidos en la misma tendrán el significado que se les atribuye a los mismos en el Fideicomiso.

En relación con lo anterior, mediante la presente confirmamos y reconocemos el cumplimiento total de cada una de las Obligaciones conforme a los Documentos de la Operación, única y exclusivamente en la medida que dichas Obligaciones se relacionen con la aeronave Boeing modelo 737-9 con número de serie de fabricante [REDACTED], incluyendo los motores, accesorios y partes instaladas en la misma (la “Aeronave Financiada”), incluyendo sin limitar, todas y cada una de las cantidades adeudadas a los acreedores, incluyendo, además, los intereses, accesorios y cualquier otra cantidad pagadera por el Fideicomiso conforme a los Documentos del Financiamiento y todas las obligaciones, deberes y responsabilidades del Fideicomitente

conforme al Contrato Original de Compraventa, única y exclusivamente en la medida que dichas obligaciones se relacionen con la Aeronave Financiada.

Derivado de lo anterior, Santander únicamente con el carácter de Agente Administrativo, instruye al Fiduciario a celebrar (i) un convenio de liberación y extinción parcial del Fideicomiso, en términos del formato que se adjuntó al Fideicomiso como Anexo 12 (el “Convenio de Liberación”), y (ii) el *Purchase Agreement Reassignment*, en términos del formato que se adjuntó al Fideicomiso como Anexo 14, para llevar a cabo todos los actos necesarios a efecto de revertir en favor de Aeroméxico los bienes que integran el Patrimonio del Fideicomiso única y exclusivamente respecto de dicha Aeronave Financiada y que se especifican el Convenio de Liberación y en el *Purchase Agreement Reassignment*.

Lo anterior, en el entendido que (i) derivado de la presente instrucción, el Fiduciario reconoce el alcance derivado de la celebración de dichos documentos, y (ii) en virtud de que Santander, en su carácter de Agente Administrativo, no es parte de los documentos mencionados en el párrafo anterior, ni es responsable del alcance, contenido e interpretación de dichos documentos, el Fiduciario y Aeroméxico otorgan a Santander, en su carácter de Agente Administrativo, el finiquito más amplio que en derecho proceda respecto de la celebración, cumplimiento y ejecución del Convenio de Liberación del Fideicomiso y del *Purchase Agreement Reassignment*.

Atentamente,

Banco Santander México, S.A., Institución de Banca Múltiple, Grupo Financiero Santander México, únicamente con el carácter de Agente Administrativo

Por: \_\_\_\_\_

Nombre:

Cargo:

Por: \_\_\_\_\_

Nombre:

Cargo:

**Exhibit F**

**AerCap Order**

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

**In re:**

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

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 20-11563 (SCC)**

**(Jointly Administered)**

**ORDER AUTHORIZING THE LESSEE DEBTOR TO EFFECTUATE THE  
TRANSACTIONS RELATED TO THE SALE-LEASEBACK AGREEMENTS  
AND RELATED TRANSACTIONS WITH AERCAP IRELAND LIMITED**

Upon the motion (the “**Motion**”)<sup>2</sup> of Grupo Aeroméxico, S.A.B. de C.V. and its affiliates that are debtors and debtors in possession in these cases (collectively, the “**Debtors**”) for entry of an order (this “**Order**”) seeking authorization, pursuant to sections 362, 363, 365, 1107 and 1108 and other applicable sections of the title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”), and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedures, for, among other things: (a) the assumption by Aerovías de México, S.A. de C.V. (“**Aerovías**” or “**Lessee Debtor**”) of that certain Purchase Agreement No. PA-03813 dated November 5, 2012 between Aerovías and The Boeing Company (“**Boeing**”), as amended, modified or supplemented from time to time, including by that certain Letter Agreement No. AMX-LA-1907974 dated December 30, 2019, as amended by that certain Amendment to Letter Agreement No. AMX-LA-

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Motion.

1907974 entered into between Aerovías and Boeing on or about the date hereof (collectively, and including the related Aircraft General Terms Agreement No. AGTA-AMX, the “**Amended Boeing Agreement**”), which contemplates Aerovías taking delivery of certain remaining undelivered Boeing model 737 MAX aircraft (the “**Undelivered Boeing MAX Aircraft**”), including the AerCap Aircraft (as defined below), (b) the entry by Aerovías into a sale-leaseback transaction with respect to ten (10) of the Undelivered Boeing MAX Aircraft (consisting of five (5) MAX 8 and five (5) MAX 9 aircraft) and related engines, parts, equipment, and appurtenances, along with the associated records and documentation (collectively, the “**AerCap Aircraft**”) pursuant to (i) that certain Sale and Purchase Agreement dated on or about the date hereof (the “**SLB Purchase and Sale Agreement**”) between AerCap Ireland Limited, as purchaser (including any assignees or nominees in such capacity, the “**SLB Purchaser**”), and the Lessee Debtor, as seller, with respect to each of the AerCap Aircraft, (ii) those certain Purchase Agreement Assignments (each, a “**Purchase Agreement Assignment**” and collectively, the “**Purchase Agreement Assignments**”) to be entered into between the Lessee Debtor, as assignor, and Wilmington Trust SP Services (Dublin) Limited, not in its individual capacity but solely as trustee, as the nominee of the SLB Purchaser (or such other nominee(s) of the SLB Purchaser, each, a “**Purchaser Nominee**”, and collectively, the “**Purchaser Nominees**”), as assignee, with respect to each of the AerCap Aircraft simultaneously with the delivery thereof by Boeing and (iii) those certain Aircraft Lease Agreements dated on or about the date hereof for each of the AerCap Aircraft (each, an “**SLB Lease**”, and collectively, the “**SLB Leases**”), between the relevant Purchaser Nominee, as lessor (in such capacity, each an “**SLB Lessor**” and collectively the “**SLB Lessors**”), and the Lessee Debtor, as lessee; (c) the assumption by the Lessee Debtor of five existing aircraft lease agreements, as amended on or about the date hereof (it being understood that the parties shall



execute one such lease amendment for each of the five aircraft) (the “**Other Lease Amendments**” and the existing aircraft lease agreements, as amended by the Other Lease Amendments, the “**Other Leases**”) with the relevant affiliate of AerCap Ireland Limited as lessor (each, a “**787 Lessor**”) for two (2) Boeing model 787-8 aircraft and three (3) Boeing model 787-9 aircraft (as more particularly described in the Other Lease Amendments, the “**AerCap 787s**”), in each case together with the related engines, parts, equipment, and appurtenances and the associated records and documentation, and the effectuation of all actions necessary or advisable to effect such assumption, including, without limitation, curing all defaults and breaches thereunder, and (d) the effectuation of the transactions relating to each of the foregoing (collectively, the “**AerCap Transactions**”), and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion and held a hearing (the “**Hearing**”) to consider the relief requested in the Motion; and upon the record of the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and the Court having determined the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

**A. GENERAL MATTERS.**

1. The Debtors are hereby authorized to effectuate the AerCap Transactions in accordance with the Amended Boeing Agreement (to the extent applicable to the SLB Purchaser), the SLB Purchase and Sale Agreement, the SLB Leases, each of the Purchase Agreement Assignments and each of the Other Leases, along with all related documents referenced therein and any and all additional instruments, documents, and agreements that may be necessary, advisable or desirable to implement the foregoing agreements and for effectuating the AerCap Transactions (collectively, the “**AerCap Transaction Documents**”) and to perform all of the terms and provisions of the AerCap Transaction Documents.

**B. PURCHASE OF AERCAP AIRCRAFT BY THE LESSEE DEBTOR FROM BOEING.**

2. The Debtors are authorized to take such actions as are necessary to effectuate the purchase of the AerCap Aircraft and the transfer of title from Boeing to the applicable Purchaser Nominee of each of the AerCap Aircraft, including, but not limited to, the remittance of the relevant amounts owing in connection with (i) the purchase of the AerCap Aircraft from Boeing and (ii) the Debtors’ financing arrangements of certain predelivery payments relating to the AerCap Aircraft (the “**PDP Financing**”).

**C. CONTEMPLATED SALE LEASEBACK TRANSACTION.**

3. The Lessee Debtor is authorized, pursuant to section 363(b) of the Bankruptcy Code and as specified below, to enter into certain agreements (including, without limitation, the AerCap Transaction Documents), and to perform its obligations under and comply with the terms of such agreements (including, without limitation, the AerCap Transaction Documents) with the SLB Purchaser and the SLB Lessors solely insofar as such agreements relate

to (i) the sale of the AerCap Aircraft from the Lessee Debtor (as contemplated in the applicable AerCap Transaction Documents) to the SLB Purchaser or the SLB Lessors, as the nominee of the SLB Purchaser, in accordance with the SLB Purchase and Sale Agreement, and (ii) the lease back of the AerCap Aircraft by the Lessee Debtor from SLB Lessors in accordance with the SLB Leases (such sale leaseback transactions, the “**Sale Leaseback Transactions**”).

**(1) SALE OF AERCAP AIRCRAFT FROM THE LESSEE DEBTOR TO THE SLB PURCHASER OR A SLB LESSOR**

4. The Lessee Debtor is authorized, pursuant to section 363(b) of the Bankruptcy Code, to enter into the SLB Purchase and Sale Agreement with the SLB Purchaser and the SLB Lessors, and the related Purchase Agreement Assignments, and to perform its obligations under and comply with the terms of the SLB Purchase and Sale Agreement, each of the Purchase Agreement Assignments, and the other applicable AerCap Transaction Documents, in connection with the sale of each of the AerCap Aircraft from Boeing to the SLB Purchaser, acting through the SLB Lessors, and the leaseback of each of the AerCap Aircraft by the Lessee Debtor from the SLB Lessors.

5. Pursuant to sections 363(b) and 363(f) of the Bankruptcy Code, the Debtors are authorized to: (i) close the transactions contemplated in the SLB Purchase and Sale Agreement and each of the Purchase Agreement Assignments for the sale, transfer, and conveyance of the AerCap Aircraft free and clear of all liens, claims, interest, and encumbrances; (ii) undertake all of the transactions contemplated thereby in connection therewith, including (but not limited to) the preparation, execution, filing, or delivery of any documents, deeds, assignments, or other instruments in furtherance of the foregoing; and (iii) use the net proceeds of the sale of the AerCap Aircraft to pay Boeing and the relevant persons or entities providing PDP Financing for the AerCap Aircraft the relevant amounts due and owing as of the closing date under the relevant AerCap

Transaction Documents or the relevant PDP Financing documents. With respect to the SLB Purchaser and the SLB Lessors, nothing herein shall limit the closing conditions specified in the SLB Purchase and Sale Agreement and the other applicable AerCap Transaction Documents.

6. The transactions contemplated by the SLB Purchase and Sale Agreement effect a legal, valid, enforceable, and effective sale and transfer of the AerCap Aircraft to the SLB Purchaser, acting through the SLB Lessors, and shall, upon closing, vest the SLB Purchaser or SLB Lessor, as the case may be, with all rights, title, and interests in the AerCap Aircraft, free and clear of all liens, encumbrances, and interests.

7. The SLB Purchaser and the SLB Lessors are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code, and any reversal or modification on appeal of the authorizations provided herein to consummate the sale of the AerCap Aircraft shall not affect the validity of the sale of the AerCap Aircraft to the SLB Purchaser or a SLB Lessor, as applicable, once consummated.

8. The Debtors are hereby authorized, without any further order of the Court, to make any payments and take any additional actions as necessary and appropriate to implement the SLB Purchase and Sale Agreement and the transactions contemplated therein, and to comply with the Debtors' obligations thereunder and under the other AerCap Transaction Documents.

9. The Lessee Debtor is authorized, under Section 363(b) of the Bankruptcy Code, to sell the AerCap Aircraft to the SLB Purchaser (or, as applicable, its nominee, a SLB Lessor) in connection with the Sale Leaseback Transactions and to enter into, perform its obligation under, and comply with the terms of the SLB Purchase and Sale Agreement and the SLB Leases, which leases are to be entered into in connection with the closing of the Sale Leaseback Transaction for each AerCap Aircraft (it being understood that the parties shall execute

one lease for each AerCap Aircraft) in order to: (a) effectuate the sale of such AerCap Aircraft from Boeing to the SLB Purchaser or a SLB Lessor, as applicable; (b) execute the FAA bill of sale and the warranty bill of sale for such AerCap Aircraft in favor of the SLB Purchaser or a SLB Lessor, as applicable; and (c) consummate the sale and transfer of title of such AerCap Aircraft to the SLB Purchaser (or a SLB Lessor, as applicable) pursuant to and in accordance with the terms and conditions of the SLB Purchase and Sale Agreement.

10. The failure to include or reference any term of the SLB Purchase and Sale Agreement or other AerCap Transaction Document in this Order shall not diminish or impair the effectiveness of such provisions of the SLB Purchase and Sale Agreement or of any other AerCap Transaction Documents, which are hereby approved and enforceable in their entirety.

**(2) LEASEBACK OF AERCAP AIRCRAFT BY THE LESSEE DEBTOR FROM SLB LESSORS.**

11. In connection with the Sale Leaseback Transactions, the Lessee Debtor is also authorized, pursuant to Section 363(b) of the Bankruptcy Code, to enter into, perform its obligations under, and comply with the terms of the following agreements, which are to be entered into in connection with the closing of the Sale Leaseback Transactions for each AerCap Aircraft in order to effectuate the leaseback of each AerCap Aircraft by the Lessee Debtor from the SLB Purchaser or the SLB Lessors, as the case may be:

- The SLB Lease for each AerCap Aircraft;
- The related estoppel and acceptance certificate between the Lessee Debtor and the applicable SLB Lessor for each AerCap Aircraft; and
- Each other related AerCap Transaction Document,

in each case in connection with the leaseback of each of the AerCap Aircraft by the Lessee Debtor, as lessee, from the SLB Purchaser, acting through the SLB Lessor as its nominee.

12. The transactions contemplated by the SLB Leases effect a legal, valid, enforceable, and effective leasing arrangement for the AerCap Aircraft from the SLB Purchaser, acting through the SLB Lessors, as lessor, to the Lessee Debtor, as lessee.

13. The SLB Purchaser and the applicable SLB Lessor are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code, and any reversal or modification on appeal of the authorization provided herein to consummate each of the leases of the AerCap Aircraft shall not affect the validity of the leasing of the AerCap Aircraft from the SLB Purchaser, acting through the relevant SLB Lessor, to the Lessee Debtor.

14. The Debtors are hereby authorized without any further order of the Court to pay and take any additional actions as necessary and appropriate to implement the SLB Leases and the transactions contemplated therein, and to comply with the Debtors' obligations thereunder and under the other AerCap Transaction Documents.

15. The Lessee Debtor is authorized, under Section 363(b) of the Bankruptcy Code, to lease the AerCap Aircraft from the SLB Purchaser (acting through each of the SLB Lessors) in connection with the Sale Leaseback Transactions and to enter into, perform its obligations under, and comply with the terms of the SLB Leases, which leases are to be entered into in connection with the closing of the Sale Leaseback Transaction for each AerCap Aircraft (it being understood that the parties shall execute one lease for each AerCap Aircraft).

16. The failure to include or reference any term of the SLB Leases or other AerCap Transaction Document in this Order shall not diminish or impair the effectiveness of such provisions of the SLB Purchase and Sale Agreement or of any other AerCap Transaction Documents which shall be approved and enforceable in their entirety.

**D. ASSUMPTION OF OTHER AGREEMENTS.**

17. The Lessee Debtor and the other Debtors are authorized to assume, under section 365(a) of the Bankruptcy Code, the Other Leases, as amended by the Other Lease Amendments, including, without limitation, to effect the assumption of the leasing arrangements provided under the Other Leases from the lessors thereunder to the Lessee Debtor, as lessee.

18. The terms of the Other Leases, and the Lessee Debtor's entry into such additional instruments and documents, including, without limitation, all applicable amendments to the Other Leases, as amended by the Other Lease Amendments, and the Lessee Debtor's taking of such additional actions as necessary or appropriate to cause the implementation and consummation of the assumption of the Other Leases, are hereby approved under sections 363(b) of the Bankruptcy Code.

**E. ADDITIONAL PROVISIONS.**

19. The Debtors are authorized to execute and deliver, and empowered to perform under, consummate, and implement, as applicable, the Amended Boeing Agreement, SLB Purchase and Sale Agreement, the SLB Leases, each of the Purchase Agreement Assignments, the Other Leases and the other AerCap Transaction Documents and to take all further actions as may be reasonably requested by the SLB Lessor (and agreed to by the Lessee Debtor) for the purpose of assigning, transferring, granting, conveying, and conferring to the SLB Lessor any of the AerCap Aircraft, or as may be necessary or appropriate to the performance of the obligations as contemplated by the AerCap Transaction Documents, and each SLB Lessor may enforce any of its rights under such agreements that it would otherwise be entitled to enforce, without further order of the Court.

20. The AerCap Transactions Documents and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in a writing signed by the parties thereto, and in accordance with the terms thereof, without further order of the Court, *provided* that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

21. The automatic stay under Section 362 of the Bankruptcy Code is vacated and modified to the extent necessary to implement the terms and conditions of the AerCap Transaction Documents, the Sale Leaseback Transactions, and the other AerCap Transactions. Upon the occurrence of any event of default under any SLB Lease or any Other Lease after the date of this Order, the applicable SLB Lessor or 787 Lessor may file with the Court and deliver to the Debtors and the Committee a written notice (a "**Termination Notice**") effective as of five business days after its filing and delivery (the "**Remedies Period**"). Upon the expiration of the Remedies Period, the automatic stay in the above-referenced chapter 11 cases shall be deemed lifted and the applicable SLB Lessor or 787 Lessor may undertake any remedies and enforcement actions provided for under such SLB Lease, the Other Lease and/or other AerCap Transaction Documents without need for any authorization from the Court or further notice (other than as expressly provided for under the applicable SLB Lease or Other Lease). During the Remedies Period, the Debtors or the Committee may seek an emergency hearing at which either may contest the fact that a material event of default under the applicable SLB Lease or Other Lease has occurred and is continuing. The Remedies Period shall automatically extend to the conclusion of such a hearing and the issuance of a ruling on the matters contested thereat.

22. The cure (as defined in section 365(b) of the Bankruptcy Code) due upon assumption of the Other Leases will be \$0.00. AerCap shall have an allowed non-priority general



unsecured claim in the amount of \$210,867,000 against Aerovías in full and final satisfaction of all asserted pre-petition claims (the “Allowed Claim”). Promptly following entry of this Order, AerCap may, if it so elects, file amended proof(s) of claim aggregating up to such amount and such shall be accorded the allowance and treatment set forth herein. Upon the entry of this Order, the Allowed Claim shall not be (either directly or indirectly) (y) subject to any challenge, objection, reduction, subordination, counterclaim or offset for any reason and (z) subject to any objection, subordination, avoidance or recovery actions under Sections 502(d), 510, 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code. Any chapter 11 plan of reorganization filed by the Debtors shall afford such claims treatment that is no worse than the treatment given to the non-priority unsecured claims of any other aircraft or engine lessor whose claims run solely against Aerovías.

23. Any amounts owing by any of the Debtors under any of the AerCap Transaction Documents due after the effectiveness of such documents, including, without limitation, the rent owing to the applicable SLB Lessor under the leasing terms of the applicable SLB Leases or any claim for damages arising out of a breach by any of the Debtors of any of the AerCap Transaction Documents after the effectiveness of such documents, shall be administrative expenses pursuant to Sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code.

24. This Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors and interest holders; the SLB Purchaser, the SLB Lessors and any of their respective affiliates, successors, and assigns; and any affected third parties, including, but not limited to, all persons asserting interests in the AerCap Aircraft or the AerCap 787s, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

25. Nothing herein or in the AerCap Transaction Documents shall constitute a finding with respect to, or have any effect upon, whether the Sale Leaseback Transactions, or any other sale leaseback transaction involving the SLB Lessor, constitutes an agreement to extend “financial accommodations” within the meaning of Sections 365(c)(2) and 365(e)(2)(B) of the Bankruptcy Code, issues with respect to which no finding has been requested or made and all parties’ rights are reserved.

26. The terms and provisions of this Order shall be immediately effective and enforceable upon its entry. The effectiveness of this Order shall not be stayed pursuant to Rule 6004(h) or 6006(d) of the Federal Rules of Bankruptcy Procedure or otherwise.

27. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: \_\_\_\_\_  
New York, New York

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HONORABLE SHELLEY C. CHAPMAN  
UNITED STATES BANKRUPTCY JUDGE

**Annex 1**

**SLB Sale and Purchase Agreement**

## SALE AND PURCHASE AGREEMENT

**THIS SALE AND PURCHASE AGREEMENT** (this "**Agreement**") is entered into as of \_\_\_\_\_, 2021, between **AERCAP IRELAND LIMITED**, a private company limited by shares incorporated under the laws of Ireland whose address is at 4450 Atlantic Avenue, Westpark, Shannon Co. Clare, Shannon, Clare, V14t446 ("**Purchaser**"), and **AEROVÍAS DE MÉXICO, S.A. DE C.V.**, a Mexican company whose principal place of business is at Paseo de la Reforma 243, Piso 27, Mexico City, 06500, Mexico ("**Seller**").

**WHEREAS**, Seller has entered into a purchase agreement dated November 5, 2012 with Manufacturer (as defined below) pursuant to which Seller has, amongst other things, agreed to purchase the Aircraft (as defined below) from Manufacturer (as may be assigned, transferred, amended, supplemented or otherwise modified from time to time, the "**Boeing Purchase Agreement**");

**WHEREAS**, Seller has agreed to procure that Manufacturer sells the Aircraft and to assign the Rights (as defined below), in each case pursuant to a Purchase Agreement Assignment (as defined below) and Purchaser has agreed to purchase the Aircraft and accept the assignment of Rights (or to cause a Purchaser Nominee to purchase the Aircraft and accept the assignment of Rights), subject to and on the terms and conditions of this Agreement, the Purchase Agreement Assignment and the Consent (as defined below);

**WHEREAS**, concurrent with the sale of each Aircraft and the payment of the applicable Purchase Price to Manufacturer, Purchaser (or the applicable Purchaser Nominee) shall lease the Aircraft to Seller, and Seller shall lease the Aircraft from Purchaser (or the applicable Purchaser Nominee) subject to the terms of an Aircraft Lease Agreement in respect of the relevant Aircraft between Purchaser (or such Purchaser Nominee), as lessor, and Seller, as lessee, to be entered into in the form attached as Exhibit A (each, a "**Lease Agreement**"; collectively, the "**Lease Agreements**"); and

**WHEREAS**, as an express condition to the entry into this Agreement, the related Operative Documents and the sale leaseback transactions contemplated herein and therein, the Parties have agreed that Seller will concurrently assume the Other Leases for the Other Aircraft under Section 365 of the Bankruptcy Code.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, representations and warranties herein contained, Seller and Purchaser agree as follows:

**Section 1. Definitions.** In this Agreement, unless the contrary intention is stated, a reference to: (i) words importing the plural shall include the singular and vice versa; and (ii) any document shall include that document as amended, novated, assigned, or supplemented. Capitalized terms used but not defined in this Agreement shall have the meaning ascribed to them in the Lease Agreements, as applicable, and the following terms have these meanings in this Agreement unless the contrary intention appears:

"**Advisor Appointment Agreement**" means an advisor appointment agreement entered into between Seller and Purchaser or Purchaser Nominee, and acknowledged by Manufacturer, pursuant to Section 6.05.

**"Agreement"** has the meaning set forth in the preamble.

**"Aircraft"** means any, each or all, as the context may require, of the Airframes and the Engines described in Schedule 1 and, where the context permits, references to an "Aircraft" shall include a separate reference to the relevant Airframe, the relevant Engines, all Parts, components and systems thereof, the equipment installed thereon and the Aircraft Documentation.

**"Airframe"** means, with respect to each Aircraft, (a) the Boeing 737-8 or 737-9 airframe as set forth across such Aircraft in Schedule 1 and (b) any and all Parts incorporated or installed in or attached to such airframe at Delivery.

**"Airframe Warranties"** means the warranty rights in respect of an Airframe given by Boeing, as are and remain available on the Delivery Date of the relevant Aircraft, which comprise all of the assignable warranty rights in respect of such Airframe, as referenced in the Airframe Warranties Agreement.

**"Bankruptcy Court"** means the United States Bankruptcy Court for the Southern District of New York.

**"Bankruptcy Court Order"** means the bankruptcy court order in the form agreed to by the Parties and attached as Exhibit B hereto.

**"Beneficial Owner"** means AerCap Ireland Limited, the beneficial owner of each Purchaser Nominee.

**"BFE"** means, with respect to each Aircraft, the buyer furnished equipment supplied by or on behalf of Seller and installed on each Aircraft at Delivery and forming part of the Delivery Condition Specification.

**"Bill of Sale"** means, in respect of an Aircraft, a bill of sale of such Aircraft (including the BFE) from Manufacturer to Purchaser (or the relevant Purchaser Nominee), to be entered into on the Delivery Date of such Aircraft, in the form of Schedule 2 or in Manufacturer's standard form current at Delivery and as agreed by Purchaser and Seller (each acting reasonably).

**"Boeing" or "Manufacturer"** means The Boeing Company or its successor.

**"Boeing Purchase Agreement"** has the meaning set forth in the preamble.

**"Certificate of Technical Acceptance"** means, in respect of an Aircraft, a certificate of technical acceptance for the Aircraft, executed by Purchaser (or the applicable Purchaser Nominee) (which may be Seller acting as Purchaser's (or Purchaser Nominee's) agent), to be entered into on the Delivery Date of such Aircraft, in Manufacturer's standard form current at Delivery and as agreed by Purchaser and Seller (each acting reasonably).

**"CFM" or "Engine Manufacturer"** means CFM International S.A. or its successor.

**"Chapter 11 Case"** mean those certain chapter 11 proceedings under Title 11 of the United States Code, 11 U.S.C. §101 et seq., of Seller and its affiliated debtors and debtors-in-possession, filed on June 30, 2020 in the United States Bankruptcy Court for the Southern District of New York.

**"Consent"** means the consent and agreement of Manufacturer to the terms of the Purchase Agreement Assignment, substantially in the form set out in the Purchase Agreement Assignment, relating to and dated on the Delivery Date.

**"Declaration of Trust"** means, in respect of an Aircraft, the declaration of trust dated on or about the date hereof between the Beneficial Owner, as beneficial owner, and Wilmington Trust SP Services (Dublin) Limited, not in its individual capacity, except as provided therein, but otherwise solely as trustee.

**"Delivery"** means, in respect of an Aircraft, the delivery of (a) title to such Aircraft from Manufacturer to Purchaser (or the relevant Purchaser Nominee) pursuant to a Bill of Sale and (b) possession of the Aircraft from Purchaser (or such Purchaser Nominee) to Seller, as lessee, in accordance with the terms and conditions of the relevant Lease Agreement.

**"Delivery Condition Specification"** means the delivery conditions specifications for each Aircraft set out in Schedule 1 of this Agreement (which includes all change notices).

**"Delivery Date"** means the date of Delivery.

**"Delivery Location"** means Manufacturer's facility at Everett, Washington or Charleston, South Carolina or such other place as may be agreed in writing between the Parties.

**"Engine"** means, in respect of each Aircraft, each of the engines set forth across such Aircraft in Schedule 1 and any and all Parts incorporated or installed in or attached to such Engine at Delivery.

**"Engine Warranties"** means the warranty rights in respect of the Engines given by CFM, as are and remain available on the Delivery Date of the relevant Aircraft, which comprise all of the assignable warranty rights in respect of such Engines, as referenced in the Engine Warranties Agreement.

**"Final Delivery Date"** means, in respect of each Aircraft, the day that is [REDACTED] from the last day of the Scheduled Delivery Month applicable to such Aircraft.

**"Initial Extended Final Delivery Date"** has the meaning set forth in Section 3.04.

**"Lease Agreement(s)"** has the meaning set forth in the preamble.

**"Loss"** includes all losses (including loss of profit), Taxes, payments, damages, liabilities, claims, proceedings, actions, penalties, fines, duties, fees, rates, levies, charges, demands, royalties or other sanctions of a monetary nature, fees, insurance premiums, calls, judgments, costs and expenses.

**"Operative Documents"** has the meaning set forth in the Lease Agreements.

**"Other Agreements"** means, collectively, the Other Leases as amended by the Other Lease Amendments.

**"Other Aircraft"** means, collectively, [REDACTED].

**"Other Lease Amendments"** means, collectively, [REDACTED].

**"Other Leases"** means, collectively, [REDACTED].

[REDACTED]

**"Parties"** means each of Seller and Purchaser.

**"Person"** means any individual, firm, partnership, joint venture, trust, corporation, company, Government Entity, committee, department, authority or any body, incorporated or unincorporated, whether having distinct legal personality or not.

[REDACTED]

**"Purchase Agreement Assignment"** means, in respect of each Aircraft, the purchase agreement assignment in respect of the Rights, to be entered into between Seller as assignor and Purchaser (or a Purchaser Nominee) as assignee on the Delivery Date for such Aircraft, in the form of Schedule 5 or in Manufacturer's standard form current at Delivery and as agreed by Purchaser and Seller (each acting reasonably).

**"Purchase Price"** means, in respect of each Aircraft, the amount set forth on Schedule 3 across from the Aircraft [REDACTED].

**"Purchaser"** has the meaning set forth in the preamble.

**"Purchaser Conditions Precedent"** means the conditions specified in Part B of Schedule 4.

**"Purchaser Nominee"** means, in respect of an Aircraft, Wilmington Trust SP Services (Dublin) Limited, not in its individual capacity but solely as owner trustee pursuant to the applicable Declaration of Trust.

**"Rights"** means in respect of each Aircraft, Seller's right, simultaneously with receipt of the Purchase Price by Manufacturer, to (among other things) take title to the Aircraft pursuant to the Boeing Purchase Agreement (as assigned by the Purchase Agreement Assignment).

**"Scheduled Delivery Date"** in respect of each Aircraft, has the meaning set forth in the corresponding Lease Agreement.

**"Scheduled Delivery Month"** means, in respect of each Aircraft, the month and year set forth across such Aircraft in Schedule 1.

"Seller" has the meaning set forth in the preamble.

"Seller Conditions Precedent" means the conditions specified in Part A of Schedule 4.

"SPA Effective Date" means the date upon which the Bankruptcy Court Order is entered by the Bankruptcy Court.

"Specified Business Day" means a Business Day (as defined in the relevant Lease Agreement) which is also a day on which the banks in New York, New York, USA and London, England are open for business.

"Warranties" means the Airframe Warranties and the Engine Warranties.

**Section 2. Sale and Purchase of the Aircraft.** Subject to the terms and conditions hereof, on the relevant Delivery Date for each Aircraft, (a) Seller shall assign its Rights in respect of such Aircraft to Purchaser (or the applicable Purchaser Nominee) pursuant to the Purchase Agreement Assignment and lease from Purchaser (or such Purchaser Nominee) such Aircraft pursuant to the relevant Lease Agreement and (b) Purchaser shall (or cause a Purchaser Nominee to) (i) take title to such Aircraft under the Purchase Agreement Assignment, (ii) pay the relevant Purchase Price to Manufacturer and (iii) lease such Aircraft to Seller, as lessee, pursuant to the relevant Lease Agreement.

**Section 3. Agreement.**

3.01 Effective Date. Seller and Purchaser agree that the obligations of each Party to participate in the transactions contemplated by this Agreement are subject to, and that this Agreement will only become effective upon, the occurrence of the SPA Effective Date.

3.02 Purchaser Nominee. Purchaser nominates Purchaser Nominee to take title to and delivery of each Aircraft. Seller shall use its reasonable endeavors to procure that the Rights are assigned and the Aircraft and the BFE are transferred to Purchaser Nominee in accordance with, and subject to the provisions of, this Agreement. Notwithstanding such nomination by Purchaser, Purchaser shall remain fully and primarily liable for the performance of all of its obligations under this Agreement.

3.03 Sale and Leasing Transaction. Seller and Purchaser (or Purchaser Nominee) will execute the Lease Agreement in respect of each Aircraft in the form attached as Exhibit A on the date hereof. Seller and Purchaser each acknowledge that it is the intention of each Party that the purchase of an Aircraft by Purchaser (or a Purchaser Nominee) from Manufacturer as contemplated herein and the lease of such Aircraft by Purchaser (or such Purchaser Nominee) (in its capacity as lessor) to Seller (in its capacity as lessee) under the applicable Lease Agreement are two parts of the same transaction and that one part cannot happen without the other. Seller and Purchaser therefore each agree that, notwithstanding any provision of this Agreement or such applicable Lease Agreement to the contrary, Seller shall have no obligation to assign the Rights or use reasonable endeavors to procure the sale by Manufacturer of an Aircraft to Purchaser (or such Purchaser Nominee), and Purchaser (and such Purchaser Nominee) shall have no obligation to purchase such Aircraft or accept the assignment of Rights under this Agreement and the Purchase Agreement Assignment, unless, simultaneously with such sale and purchase,



such Aircraft shall be leased to Seller (in its capacity as lessee) by Purchaser (or such Purchaser Nominee) (in its capacity as lessor) under the applicable Lease Agreement.

3.04 Delivery. Subject to the terms and conditions of this Agreement and the applicable Lease Agreement, Delivery shall occur on the Scheduled Delivery Date, or at such later date on or prior to the applicable Final Delivery Date. In case the Delivery of an Aircraft does not occur on or before [REDACTED] prior to the applicable Final Delivery Date or Purchaser or Seller notifies the other that Manufacturer has confirmed to it in writing that Manufacturer will not deliver the applicable Aircraft by the date that is [REDACTED] prior to the applicable Final Delivery Date, then [REDACTED] (such extended date as notified by Purchaser to Seller being referred to as the "**Initial Extended Final Delivery Date**"). If [REDACTED] such extension option, [REDACTED] shall, no later than [REDACTED] prior to the applicable Final Delivery Date, give irrevocable written notice to [REDACTED] stating that if the applicable Aircraft is not delivered by the date that is [REDACTED] prior to the applicable Final Delivery Date, such Final Delivery Date shall be extended in accordance with this Section 3.04 to the Initial Extended Final Delivery Date. In such case, no later than [REDACTED] prior to the applicable Final Delivery Date, the Parties agree that the following shall occur simultaneously in respect of such Aircraft:

[REDACTED]

Any extensions to a Final Delivery Date beyond [REDACTED] from the last day of the original Scheduled Delivery Month for such Aircraft shall [REDACTED].

#### **Section 4.** Conditions Precedent and Conditions Subsequent.

4.01 Seller Conditions Precedent. The obligations of Seller hereunder are subject to fulfilment of each of the Seller Conditions Precedent in respect of each Aircraft on or prior to the applicable Delivery Date. The Seller Conditions Precedent are for the benefit of Seller and may be waived in writing by Seller, or deferred by Seller without prejudicing the right of Seller to require fulfilment of such conditions, in whole or in part, with or without conditions, at any time thereafter.

4.02 Purchaser Conditions Precedent. The obligations of Purchaser hereunder are subject to fulfilment of each of the Purchaser Conditions Precedent in respect of each Aircraft on or prior to the applicable Delivery Date. The Purchaser Conditions Precedent are for the benefit of Purchaser and may be waived in writing by Purchaser, or deferred by Purchaser without prejudicing the right of Purchaser to require fulfilment of such conditions, in whole or in part, with or without conditions, at any time thereafter.

#### 4.03 Conditions Subsequent.

(a) As soon as reasonably practicable following Delivery of an Aircraft, Seller shall deliver (or cause to be delivered) to Purchaser (or relevant Purchaser Nominee) the hard copy original of the Bill of Sale, executed by Manufacturer.

(b) Promptly following Delivery of an Aircraft, the relevant Initial Notices shall be delivered to CFM.

4.04 Right to Terminate.

(a) Purchaser may terminate this Agreement in respect of an Aircraft (and the associated Lease Agreement) by giving written notice of such termination to Seller if:

[REDACTED]

Upon any such termination by Purchaser, the Parties hereto shall have no further liability hereunder except as expressly contemplated in the associated Lease Agreement and subject to Section 8.03 of this Agreement, and Articles 8.4 and 27.9 of the associated Lease Agreement as incorporated herein pursuant to Section 14.

(b) Seller may terminate this Agreement in respect of an Aircraft (and the associated Lease Agreement) by giving written notice of such termination to Purchaser if:

[REDACTED]

Upon any such termination by Seller, the Parties hereto shall have no further liability hereunder except as contemplated by the Lease Agreement and subject to Section 8.03 of this Agreement, and Articles 8.4 and 27.9 of the associated Lease Agreement as incorporated herein pursuant to Section 14.

4.05 Total Loss. If before Delivery, an Aircraft suffers a Total Loss, Seller shall notify Purchaser in writing thereof promptly after becoming aware of such event and, with effect from the date of such Total Loss, this Agreement in respect of such Aircraft (and the associated Lease Agreement) will terminate and neither Seller nor Purchaser (nor the applicable Purchaser Nominee) shall have any further liability hereunder, except as expressly set out in the Lease Agreement and subject to Section 8.03, and Articles 8.4 and 27.9 of the associated Lease Agreement as incorporated herein pursuant to Section 14.

4.06 Taxes.

(a) All payments to be made by Purchaser to Seller under this Agreement shall be made in full without any deduction or withholding in respect of Taxes or otherwise unless the deduction is required by law, in which event Purchaser shall:

(i) ensure that the deduction or withholding does not exceed the minimum amount legally required;

(ii) pay to the relevant taxing authority within the period for payment required by law the full amount of the deduction or withholding; and

(iii) if requested, furnish to Seller, promptly upon receipt from the relevant taxing authority, an official receipt of the relevant taxing authorities involved in respect of all amounts so deducted or withheld or if such receipts are not issued by the relevant taxing authorities, a certificate to be issued by Purchaser of the relevant deduction or withholding.

(b) Seller shall be responsible for, and agrees to promptly pay when due, and to indemnify and hold harmless Purchaser (and Purchaser Nominee and Beneficial Owner, where applicable) on a full indemnity basis on demand from and against all Taxes however or wherever imposed (whether imposed on Purchaser, Purchaser Nominee, Beneficial Owner, Seller or on all or any part of the Aircraft or otherwise) or arising in connection with the sale, purchase, import, export, disposition, delivery or transfer of title of any Aircraft contemplated by this Agreement, any other transactions contemplated by this Agreement or the Purchase Agreement Assignment and/or the execution and delivery of this Agreement and the other documents contemplated hereby, except for:

[REDACTED]

(c) The amount which Seller is required to pay with respect to any Taxes indemnified against under this Section 4.06 is an amount sufficient to restore Purchaser (or Purchaser Nominee or Beneficial Owner, where relevant) on an after tax basis to the same position such Purchaser (or Purchaser Nominee or Beneficial Owner, where relevant) would have been in had such Taxes not been incurred. Any amount payable pursuant to this Section 4.06 will be timely paid to the taxing authority or if paid to Purchaser (or Purchaser Nominee or Beneficial Owner, where relevant), will be paid within ten (10) days after receipt of a written demand therefor, accompanied by a written statement describing in reasonable detail the basis for such indemnity and the computation of the amount so payable.

(d) Seller and Purchaser (and Purchaser Nominee and Beneficial Owner, if applicable) hereby agree that they will cooperate with each other in order to complete all registrations and filings, and to execute any and all documents as may reasonably be requested by either Party to this Agreement, in order to apply to the relevant authorities for any exemption from, reduction of, or credit for, any Taxes arising as a consequence of this Agreement or the transactions contemplated by this Agreement that may be available under applicable Law; provided however that nothing in this Section 4.06(d) shall oblige any party to take any action or other step which that party, acting reasonably, determines would be prejudicial to its interests or to the interests of any Affiliate.

(e) If Purchaser, Purchaser Nominee or the Beneficial Owner receives written notice from any Government Entity asserting a liability against Purchaser, Purchaser Nominee or the Beneficial Owner, for any Taxes for which Seller would be required by this Section 4.06 to indemnify Purchaser (or Purchaser Nominee or Beneficial Owner, where relevant), the provisions of Article 15.5 (*Contests*) of the applicable Lease Agreement shall apply with respect to such Tax claim.

(f) Upon receipt by Purchaser, Purchaser Nominee or Beneficial Owner of a refund of, or credit with respect to, all or any part of any Taxes which Seller has made an indemnity payment to Purchaser, Purchaser Nominee or the Beneficial Owner hereunder, Purchaser will pay, or will cause Purchaser Nominee or Beneficial Owner to pay, Seller the net amount of such refund or credit (net of any expenses and Taxes, but including any interest received from the Governmental Authority); *provided* that (i) Purchaser,

Purchaser Nominee or Beneficial Owner will not be in a worse position than if no such refund or credit would have been received; (ii) that Purchaser, Purchaser Nominee or the Beneficial Owner will not be required to disclose its tax returns or any information relating to its tax affairs; and (iii) to the extent that any such refund or credit is subsequently withdrawn, clawed back or otherwise made unavailable whether all or in part then any such amount withdrawn clawed back or otherwise made unavailable shall be an indemnifiable Tax in accordance with Section 4.06.

**Section 5. Purchase Price.**

5.01 Purchase Price. The Purchase Price for each Aircraft (including the BFE) is the amount set out in Schedule 3 [REDACTED]. The Parties agree that the Purchase Price [REDACTED]. Seller confirms that the Purchase Price payable by Purchaser to Manufacturer at Delivery shall represent a sufficient amount of funds for (i) Seller to execute and deliver the Purchase Agreement Assignment, (ii) Manufacturer to transfer title to the Aircraft and (iii) Seller to transfer title to the BFE, in each case to Purchaser (or Purchaser Nominee, as applicable).

5.02 Delivery Date Payment. Subject to and simultaneously with satisfaction, deferral or waiver of the Purchaser Conditions Precedent, Purchaser (or Purchaser Nominee) shall pay an amount equal to the Purchase Price to Manufacturer in accordance with the terms of this Agreement, the Purchase Agreement Assignment and the Consent.

**Section 6. Delivery.**

6.01 Notification.

(a) Delivery is expected to occur in the Scheduled Delivery Month. Seller shall notify Purchaser (and the applicable Purchaser Nominee) of the Scheduled Delivery Date in accordance with the terms of the applicable Lease Agreement.

(b) Prior to the Delivery Date, Seller shall from time to time keep Purchaser (and the applicable Purchaser Nominee) informed of the status of the manufacture of the Aircraft based on information it receives from Manufacturer.

(c) [REDACTED]

6.02 Title Transfer. Immediately upon receipt of the Purchase Price by Manufacturer, Seller shall procure that Manufacturer simultaneously delivers the Bill of Sale executed by Manufacturer to Purchaser (or Purchaser Nominee) whereby Manufacturer transfers to Purchaser (or Purchaser Nominee) good title to the Aircraft free and clear of all liens, encumbrances and rights of others, howsoever described in the Bill of Sale.

6.03 Delivery Location. Each Delivery shall take place at the Delivery Location on the Delivery Date.

6.04 Lease. Immediately following the Delivery of each Aircraft, Purchaser (or Purchaser Nominee) (in its capacity as lessor) shall deliver such Aircraft to Seller (in its capacity as lessee) under the applicable Lease Agreement, and Seller (in its capacity as lessee) shall

accept such Aircraft on lease "as is-where is" at the Delivery Location pursuant to such Lease Agreement. Seller (in its capacity as lessee) shall not be entitled for any reason whatsoever to refuse to accept delivery of such Aircraft or any part thereof under the Lease Agreement once the same has been technically accepted by Purchaser (or Purchaser Nominee) (which may be Seller acting as Purchaser's (or Purchaser Nominee's) agent) from Manufacturer under the Certificate of Technical Acceptance signed in respect of the Aircraft pursuant to the Boeing Purchase Agreement and Delivery hereunder has occurred.

6.05 Advisor Appointment Agreement. Certain obligations remain to be performed by Seller in connection with the manufacture, fabrication and completion of the Aircraft by Manufacturer which will be performed by Purchaser and/or Purchaser Nominee (as provided in the Advisor Appointment Agreement). Purchaser or Purchaser Nominee will act as Seller's agent with respect to some of these matters pursuant to the terms of an Advisor Appointment Agreement to be entered into between Seller and Purchaser and/or Purchaser Nominee. Seller and Purchaser shall confer in good faith to determine the form of Advisor Appointment Agreement, it being understood that such documentation will in all respects be consistent with the requirements of the relevant purchase and sale agreements and general terms agreements between Manufacturer and Seller.

6.06 Inspection. Seller shall include or procure the inclusion of Purchaser and Purchaser Nominee (or their representatives), by means of the Advisor Appointment Agreement or otherwise, in any pre-delivery inspections, consultations and approvals relating to the Aircraft involving Manufacturer and Purchaser and Purchaser Nominee shall be entitled to participate with Seller in the pre-acceptance inspection of the Aircraft, including participating in Manufacturer's technical acceptance process (in respect of which Purchaser (and Purchaser Nominee) shall be entitled to designate two (2) representatives total to participate in Manufacturer's acceptance flight), to verify that the Aircraft complies with the Delivery Condition Specification. Seller shall not execute or deliver to Manufacturer any acceptance certificate in respect of an Aircraft unless and until Purchaser (or Purchaser Nominee) has confirmed to Seller that the Purchaser Conditions Precedent have been satisfied, waived or deferred in accordance with Section 4.02 above.

6.07 Default Prior to Delivery. If, prior to the Delivery Date of any Aircraft, (a) Purchaser or its Affiliates defaults on any of its obligations under this Agreement or the Lease Agreements, including, without limitation, their obligation to purchase the Aircraft or to lease the Aircraft to Seller, then Seller may terminate this Agreement in respect of any Aircraft not yet delivered hereunder, the corresponding Lease Agreements and other Operative Documents immediately upon providing written notice to Purchaser (and the relevant Purchaser Nominees); or (b) if (i) [REDACTED], (ii) Seller fails to take delivery of an Aircraft in breach of the applicable Lease Agreement after such Aircraft has been tendered for delivery in accordance with the terms thereof or (iii) Purchaser terminates the relevant Lease Agreement following an Event of Default in accordance with the terms thereof, then Purchaser (or Purchaser Nominee, as the case may be) may terminate this Agreement in respect of any Aircraft not yet delivered hereunder, the corresponding Lease Agreements and other Operative Documents, immediately upon providing written notice to Seller.

6.08 Manufacturer's Warranties.

(a) With effect from Delivery of an Aircraft, Seller shall procure that the benefit of all Airframe Warranties and Engine Warranties is vested in Purchaser (or Purchaser Nominee), subject to Seller's rights as lessee under the relevant Lease Agreement.

(b) Seller hereby assigns to Purchaser with effect from Delivery of each Aircraft, all of Seller's rights, title and interest in and to any warranties and guarantees from the manufacturers of the applicable BFE then held by Seller and which Seller is entitled to assign with respect to such BFE.

**Section 7. Representations and Warranties and Covenants.**

7.01 Representations and Warranties of Seller. Seller represents and warrants to Purchaser, as of the date hereof and as of the Delivery Date in respect of each Aircraft, that the representations and warranties set forth in Schedule 6 (*Seller's Representations and Warranties*) are true and accurate.

7.02 Seller Covenant. Seller covenants to Purchaser that Seller shall use all reasonable efforts to fulfill or obtain the fulfillment of the conditions set forth herein in respect of each Aircraft as they relate to Seller on or prior to the Delivery Date of such Aircraft.

7.03 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller, as of the date hereof and as of the Delivery Date in respect of each Aircraft, as follows (IT BEING UNDERSTOOD AND AGREED THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED HAVE BEEN WAIVED IN ACCORDANCE WITH Section 8):

(a) Corporate Status. Purchaser is a private company limited by shares duly incorporated and validly existing under the Laws of Ireland. Purchaser has the power and authority to carry on its business as presently conducted and to perform its obligations hereunder and under the other Operative Documents to which it is a party.

(b) Governmental Approvals. No authorization, approval, consent, license or order of, or registration with, or the giving of notice to any Government Entity is required for the valid authorization, execution, delivery and performance by Purchaser of this Agreement and the other Operative Documents to which it is a party.

(c) Binding. This Agreement and the other Operative Documents to which Purchaser is a party have been duly authorized, executed and delivered by Purchaser and represent the valid and binding obligations of Purchaser, enforceable in accordance with their terms except as enforceability may be limited by bankruptcy, insolvency, reorganization, examinership, moratorium or other Laws of general application affecting the enforcement of creditors' rights.

(d) No Breach. The execution and delivery of the Operative Documents to which Purchaser is a party, the consummation by Purchaser of the transactions contemplated in this Agreement and compliance by Purchaser with the terms and provisions of this Agreement and the other Operative Documents to which it is a party do not and will not contravene any Law applicable to Purchaser, or result in any breach of or

constitute any default under any indenture, mortgage, chattel mortgage, deed of trust, conditional sales contract, bank loan or credit agreement, charter, bylaw or other agreement or instrument to which Purchaser is a party or by which Purchaser or its properties or assets may be bound or affected.

(e) Anti-Corruption Laws. Purchaser's activities in connection with this Agreement or the other Operative Documents are and will remain in compliance with the National Anticorruption System of México, the United States Foreign Corrupt Practices Act, and the UK Bribery Act to the extent applicable to the transaction contemplated herein.

7.04 Purchaser Covenants. Purchaser covenants to Seller that Purchaser shall use all reasonable efforts to fulfill or obtain the fulfillment of conditions set forth herein in respect of the relevant Aircraft as they relate to itself or the relevant Purchaser Nominee on or prior to the applicable Delivery Date.

## **Section 8. DISCLAIMERS AND EXCLUSION OF LIABILITY.**

8.01 Disclaimers of Warranties. Except as otherwise stated in any Operative Document, Purchaser unconditionally agrees that as between Purchaser and Seller:

(a) the Aircraft and each part thereof is to be sold and purchased in an "as is, where is" condition;

(b) no term, condition, warranty, representation or covenant of any kind has been made or is given by Seller or its servants or agents in respect of the airworthiness, value, quality, durability, condition, design, operation, description, merchantability or fitness for use or purpose of the Aircraft or any part thereof, as to the absence of latent, inherent or other defects (whether or not discoverable), as to the completeness or condition of the aircraft documents, or as to the absence of any infringement of any patent, copyright, design, or other proprietary rights; and

(c) all conditions, warranties and representations (or obligation or liability, in contract or in tort) in relation to any of those matters, expressed or implied, statutory or otherwise, are expressly excluded.

**8.02 DISCLAIMER BY SELLER. PURCHASER UNCONDITIONALLY AGREES THAT AS BETWEEN PURCHASER AND PURCHASER NOMINEE (ON ONE HAND) AND SELLER (ON THE OTHER HAND), EXCEPT AS EXPRESSLY SET FORTH IN THE REPRESENTATION AND WARRANTY AS TO TITLE TO EACH AIRCRAFT SET FORTH IN THE RELEVANT BILL OF SALE, THE AIRCRAFT IS TO BE SOLD AND PURCHASED IN AN "AS-IS, WHERE-IS" CONDITION WITH ALL FAULTS ON THE DELIVERY DATE FOR SUCH AIRCRAFT AND AT ALL OTHER TIMES AND NO TERM, CONDITION, WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND HAS BEEN MADE OR IS GIVEN BY SELLER OR ITS AGENTS IN RESPECT OF THE AIRWORTHINESS, VALUE, QUALITY, DURABILITY, CONDITION, DESIGN, OPERATION, DESCRIPTION, MERCHANTABILITY OR FITNESS FOR USE OR PURPOSE OF THE AIRCRAFT OR**

**ANY PART THEREOF, AS TO THE ABSENCE OF LATENT, INHERENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AS TO THE COMPLETENESS OR CONDITION OF THE AIRCRAFT DOCUMENTATION, OR AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, COPYRIGHT, DESIGN OR OTHER PROPRIETARY OBLIGATION OR LIABILITY, IN CONTRACT OR IN TORT) IN RELATION TO ANY OF THOSE MATTERS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW. PURCHASER ON ITS OWN AND ON BEHALF OF PURCHASER NOMINEE, IF APPLICABLE, HEREBY ALSO WAIVES ANY OF THE MATTERS REFERRED TO ABOVE AND IRREVOCABLY AGREES THAT SELLER SHALL HAVE NO GREATER LIABILITY IN TORT IN RESPECT OF SUCH MATTER THAN IT WOULD HAVE IN CONTRACT AFTER TAKING ACCOUNT ALL OF THE FOREGOING EXCLUSIONS.**

8.03 Deficiencies and Delays.

(a) Save as expressly provided in Section 8.03(b), each Party agrees that neither Purchaser (or Purchaser Nominee) nor Seller nor any of their respective divisions, Affiliates, permitted assignees, suppliers, subcontractors, or their respective directors, officers, employees or agents shall be liable for any Loss of any kind caused directly or indirectly by, or associated with, the Aircraft or BFE or any part thereof, any inadequacy of the Aircraft or BFE for any purpose or any deficiency or defect therein, the use or performance of the Aircraft or BFE, any maintenance, repairs, replacement or modification to the Aircraft or BFE, any interruption or loss of service or use of the Aircraft or BFE or any loss of business or other consequential damage or any damage whatsoever, howsoever caused or for any Loss or any loss of profit arising from any delay in delivery of, or failure to deliver, the Aircraft or BFE to Purchaser (or Purchaser Nominee) under this Agreement.

(b) Notwithstanding Section 8.03(a) (but without prejudice to the provisions of Article 8.4 of the Lease Agreement), if: (x) Delivery takes place after the Scheduled Delivery Date; or (y) not at all, in each case directly as a result of Purchaser's (or Purchaser Nominee's) failure to comply with its respective obligations under this Agreement, the Lease Agreements or any other Operative Document (and such failure is not caused solely by Seller's breach of its obligations under this Agreement, the Lease Agreements or any other Operative Document or an act or omission of Manufacturer or Engine Manufacturer), then Purchaser shall be responsible for any and all direct Losses incurred or suffered by Seller as a result of Delivery taking place after such Scheduled Delivery Date or non-delivery of the Aircraft, provided that in relation to limb (x) any delay in relation to the Aircraft not conforming to the Delivery Condition Specification as a result of Manufacturer's actions or omissions, or in relation to limb (y) Manufacturer's ultimate failure to deliver the Aircraft in the Delivery Condition Specification, shall not in each case fall within the scope of this Section 8.03(b).

(c) Notwithstanding Section 8.03(a) (but without prejudice to the provisions of Article 8.4 of the Lease Agreement), if: (x) Delivery takes place after the Scheduled



Delivery Date, or (y) not at all, in each case directly as a result of Seller's failure to comply with its obligations under the Boeing Purchase Agreement (to the extent related to the Aircraft), this Agreement, the Lease Agreements or any other Operative Document (and such failure is not caused solely by Purchaser's or Purchaser Nominee's breach of its respective obligations under this Agreement, the Lease Agreements or any other Operative Document or an act or omission of Manufacturer or Engine Manufacturer), then Seller shall be responsible for any and all direct Losses incurred or suffered by Purchaser and Purchaser Nominee as a result of Delivery taking place after such Scheduled Delivery Date or non-delivery of the Aircraft, provided that in relation to limb (x) any delay in relation to the Aircraft not conforming to the Delivery Condition Specification as a result of Manufacturer's actions or omissions, or in relation to limb (y) Manufacturer's ultimate failure to deliver the Aircraft in the Delivery Condition Specification, shall not in each case fall within the scope of this Section 8.03(c).

8.04 Lease. The foregoing provisions of this Section 8 shall be without prejudice to, and in no way limit, the obligations of Seller (as lessee) under the relevant Lease Agreement once the relevant Lease Term commences.

**Section 9.** Survival of Representations, Warranties and Indemnities. All representations and warranties made herein, and the indemnities set forth herein, shall survive execution of this Agreement and Delivery.

**Section 10.** Notices. The provisions of Article 25 (*Notices*) of the Lease Agreements shall apply to this Agreement *mutatis mutandis* with any references therein to "this Lease" deemed to refer to this Agreement and any reference to "LESSOR" and "LESSEE" deemed to refer to Purchaser and Seller, respectively.

**Section 11.** Governing Law and Jurisdiction.

11.01 Governing Law. THIS AGREEMENT IS DEEMED DELIVERED IN AND WILL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

11.02 Jurisdiction and Service of Process; Prevailing Party in Dispute. The provisions of Articles 26.2.1 (*Jurisdiction and Service of Process*) and 26.2.2 (*Prevailing Party in Dispute*) of the Lease Agreements shall be incorporated as if set out herein *mutatis mutandis*.

11.03 Waiver of Jury Trial. EACH OF SELLER AND PURCHASER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL IN RESPECT OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED HEREBY (OR THE SELLER/PURCHASER RELATIONSHIP BEING ESTABLISHED), INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND OTHER COMMON LAW AND STATUTORY CLAIMS. EACH OF SELLER AND PURCHASER REPRESENTS AND WARRANTS THAT EACH HAS REVIEWED AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING

CONSULTATION WITH ITS LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE AND THIS WAIVER WILL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR ANY OF THE OPERATIVE DOCUMENTS. IN THE EVENT OF LITIGATION, THIS SECTION 11.03 MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

**Section 12.** Binding Effect; Assignment. No Party shall assign this Agreement to any other person without the prior written consent of the other Party, except as expressly contemplated in Section 3.02 of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement and each other Operative Document and the certificates, schedules, annexes and other documents executed and delivered at Delivery in connection herewith or therewith are the complete agreement of the Parties regarding the subject matter hereof and thereof and supersede all prior understandings (written or oral), communications and agreements.

**Section 13.** Confidentiality. This Agreement and the other Operative Documents (including, without limitation, the Purchase Price, Base Rent, Supplemental Payments, Security Deposit, return conditions, and other commercial, economic, and material terms and provisions) and all non-public information obtained by either Party about the other are confidential and are between Purchaser (and each Purchaser Nominee) and Seller only and will not be disclosed by a Party to third parties (other than to any Servicer, to such Party's auditors, shareholders and professional advisors, to Indemnitees and Tax Indemnitees, as required in connection with any filings of a Lease Agreement in accordance with Article 13 of the applicable Lease Agreement, in connection with Purchaser's (or Purchaser Nominee's) financing or potential sale of the Aircraft or assignment of the applicable Lease Agreement, as required for enforcement by either Party of its rights and remedies with respect to this Agreement or as required by applicable Law) without the prior written consent of the other Party. If any disclosure will result in an Operative Document becoming publicly available, Purchaser and Seller will cooperate with one another to obtain confidential treatment as to the commercial terms (which include, without limitation, the Purchase Price, Base Rent, Supplemental Payments, Security Deposit, return conditions, and other commercial and economic terms) and other material terms and provisions of such Operative Document. Notwithstanding the foregoing, Seller may disclose this Agreement (i) as may be required to obtain the Bankruptcy Court's approval of this Agreement; or (ii) to the U.S. Trustee in the Bankruptcy Cases, the Unsecured Creditors Committee in the Bankruptcy Cases, the Ad Hoc Bondholders in the Bankruptcy Cases or the entities providing debtor-in-possession financing to Seller in the Bankruptcy Cases, in all cases subject to Seller taking reasonable steps to require or request that such Persons maintain this Agreement as confidential. The obligations of Purchaser and Seller under this Section 13 will survive Delivery of each Aircraft.

**Section 14.** Unsecured Claims

14.01 AerCap's Claims; Allowance. Seller and Purchaser agree that Purchaser and Affiliates of Purchaser shall have an allowed non-priority general unsecured claim in the aggregate amount of \$210,867,000 against Seller in full and final satisfaction of all asserted pre-petition claims (the "**Agreed Claim Amount**"). Upon the entry of the Bankruptcy Court Order, the Agreed Claim Amount shall not be (either directly or indirectly) (y) subject to any challenge, objection, reduction, subordination, counterclaim or offset for any reason and (z) subject to any

objection, subordination, avoidance or recovery actions under Sections 502(d), 510, 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code. Any chapter 11 plan of reorganization filed by Seller in the Bankruptcy Cases shall afford such claims treatment that is no worse than the treatment given to the non-priority unsecured claims of any other aircraft or engine lessor whose claims run solely against Seller. Seller and Purchaser agree to cooperate for the approval of the Agreed Claim Amount by the Unsecured Creditors Committee and any other relevant constituencies in respect thereof, in each case, promptly after the date hereof.

**Section 15.** Incorporation of Lease Agreement Provisions. The provisions of Article 27 (*Miscellaneous*) of the Lease Agreements (other than Article 27.9 (*Confidentiality*)) shall be incorporated as if set out herein *mutatis mutandis*.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have executed and delivered this Agreement as of the date first above written.

**AERCAP IRELAND LIMITED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AEROVÍAS DE MÉXICO, S.A. DE C.V.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE 1**

**DESCRIPTION OF AIRCRAFT AND SCHEDULED DELIVERY MONTH**

[REDACTED]

### **Aircraft Condition**

The description of the Aircraft set forth in this Schedule 1 is solely for the purposes of describing the condition in which an Aircraft is required to be in all material respects in order for the relevant Purchaser to be obligated to accept such Aircraft on the Delivery Date. Nothing in this Schedule 1 shall be construed as a guaranty, representation, warranty or agreement of any kind whatsoever, express or implied, by Seller with respect to the Aircraft or their condition.

### **General Specification**

[REDACTED]

**SCHEDULE 2**

**FORM OF BILL OF SALE**

**BILL OF SALE**

KNOW ALL PERSONS BY THESE PRESENTS;

THAT THE BOEING COMPANY, a Delaware corporation, (**SELLER**) is the owner of (i) the full legal and beneficial title to that certain BOEING MODEL 737-[8/9] MAX AIRCRAFT (generic airframe model 737-[8/9] MAX) manufactured by SELLER on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ bearing REGISTRATION IDENTIFICATION NUMBER \_\_\_\_\_ and MANUFACTURER'S SERIAL NUMBER \_\_\_\_\_, together with the two (2) LEAP-1B series engines (generic engine model LEAP-1B) installed thereon, manufactured by CFM International S.A., bearing MANUFACTURER'S SERIAL NUMBERS \_\_\_\_\_ and \_\_\_\_\_, together with all appliances, parts, instruments, appurtenances, accessories, furnishings, or other equipment or property installed on or attached to said aircraft and engines, other than the BFE (as defined herein) and (ii) had such title to the buyer furnished equipment (**BFE**) as was conveyed to SELLER by AEROVÍAS DE MÉXICO, S.A. DE C.V. pursuant to that certain BFE Full Warranty Bill of Sale dated \_\_\_\_\_, 202\_\_ (**BFE Bill of Sale**).

THAT for and in consideration of the sum of One U.S. Dollar (\$1.00) and other valuable consideration, SELLER does at this time \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ grant, convey, transfer, sell, deliver and sign over, in the State of [Washington], pursuant and subject to the terms and conditions of Purchase Agreement No. \_\_\_\_\_, dated \_\_\_\_\_, as amended and supplemented, all of SELLER'S right, title and interest in and to the above described aircraft, engines, appliances, parts, instruments, appurtenances, accessories, furnishings, BFE and/or other equipment or property unto \_\_\_\_\_ (**BUYER**), and unto its successors and assigns forever.

THAT SELLER hereby warrants to BUYER, its successors and assigns, that there is hereby conveyed to BUYER on the date hereof, (i) good title to the aforesaid aircraft, engines, appliances, parts, instruments, appurtenances, accessories, furnishings and/or other equipment or property, free and clear of all liens, encumbrances and rights of others, and (ii) such title to the BFE as was conveyed to SELLER by AEROVÍAS DE MÉXICO, S.A. DE C.V. pursuant to that certain BFE Bill of Sale free and clear of all liens, encumbrances and rights of others arising through SELLER, and that it will warrant and defend such title forever against all claims and demands whatsoever.

THIS Bill of Sale is delivered by SELLER to BUYER in the State of Washington and will be interpreted under and governed by the laws of the State of [Washington], U.S.A., except that [Washington's] choice of law rules will not be invoked for the purpose of applying the law of another jurisdiction.

IN WITNESS WHEREOF, SELLER has caused this instrument to be executed by its duly authorized Attorney-In-Fact this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

THE BOEING COMPANY

---

Signature

---

Printed name

---

Title



**SCHEDULE 3**

**CONFIDENTIAL TERMS**

[REDACTED]

#### **SCHEDULE 4**

#### **CONDITIONS PRECEDENT AND CONDITIONS SUBSEQUENT**

##### **PART A – SELLER CONDITIONS PRECEDENT**

The obligation of Seller to sell an Aircraft to Purchaser (or the relevant Purchaser Nominee) pursuant to this Agreement is subject to the fulfillment on or prior to Delivery of such Aircraft of the following conditions in respect of such Aircraft (in each case, in form and substance reasonably satisfactory to Seller):

[REDACTED]

##### **PART B – PURCHASER CONDITIONS PRECEDENT**

The obligation of Purchaser to purchase the relevant Aircraft and pay the relevant Purchase Price (to cause each Purchaser Nominee to purchase the relevant Aircraft and pay the relevant Purchase Price) on the Delivery Date is subject to the fulfillment on or prior to Delivery of such Aircraft of the following conditions in respect of such Aircraft:

[REDACTED]

## SCHEDULE 5

### FORM OF PURCHASE AGREEMENT ASSIGNMENT

#### PURCHASE AGREEMENT ASSIGNMENT

THIS PURCHASE AGREEMENT ASSIGNMENT (**Assignment**) dated as of [\_\_\_\_\_] between **AEROVÍAS DE MÉXICO, S.A. DE C.V.**, a Mexican company whose principal place of business is at Paseo de la Reforma 243, Piso 27, Mexico City, 06500, Mexico (**Assignor**) and **WILMINGTON TRUST SP SERVICES (DUBLIN) LIMITED**, not in its individual capacity but solely as owner trustee (**Assignee**).

The Assignor and The Boeing Company, a Delaware corporation (**Boeing**), are parties to the Boeing Purchase Agreement, providing, among other things, for the sale by Boeing to Assignor of certain aircraft, engines and related equipment, including the Aircraft.

Assignee wishes to acquire the Aircraft and certain rights and interests under the Boeing Purchase Agreement and Assignor, on the following terms and conditions, is willing to assign to Assignee certain of Assignor's rights and interests under the Boeing Purchase Agreement. Assignee is willing to accept such assignment.

It is agreed as follows:

1. For all purposes of this Assignment, the following terms will have the following meanings:

**Aircraft** – one Boeing 737-[8/9] MAX aircraft, bearing manufacturer's serial number [\_\_\_\_], together with all engines and parts installed on such aircraft and all technical records, manuals and data provided pursuant to the Boeing Purchase Agreement, on the Delivery Date.

**Bill of Sale** – the bill of sale in relation to the Aircraft issued by Boeing in favour of the Assignee.

**Boeing** – Boeing shall include any wholly-owned subsidiary of Boeing, and its successors and assigns.

**Boeing Purchase Agreement** – Purchase Agreement No. 3813 dated as of November 5, 2012 between Boeing and Assignor, as amended, providing, among other things, for the sale by Boeing to Assignor of the Aircraft, as said agreement may be further amended to the extent permitted by its terms. The Purchase Agreement incorporated by reference Aircraft General Terms Agreement AGTA ("**AGTA**").

**Delivery Date** – the date on which the Aircraft is delivered by Boeing to Assignee and title to Aircraft is transferred to Assignee by Boeing pursuant to the Bill of Sale pursuant to and subject to the terms and conditions of the Boeing Purchase Agreement and this Assignment.

**Invoice** – invoice no. [\_\_\_\_\_] provided by Boeing to the Assignee dated [\_\_\_\_\_]. The Assignee shall not have any obligation to pay to Boeing any amount in excess of the amount detailed in the Invoice.

2. In consideration of Assignee, at the request of Assignor, paying the price reflected in the Invoice to Boeing, Assignor does hereby assign to Assignee, its successors and potential transferees and assignees, all of its rights, title and interests, present

and future, actual and contingent, in and to the Boeing Purchase Agreement, as and to the extent that the same relate to the Aircraft and the purchase, ownership and operation thereof, except as and to the extent expressly reserved below, including, without limitation, in such assignment:

- (a) the right upon valid tender to purchase the Aircraft pursuant to the Boeing Purchase Agreement subject to the terms and conditions thereof and the right to take title to the Aircraft and to be named the "Buyer" in the Bill of Sale for the Aircraft;
- (b) the right to accept delivery of the Aircraft directly from Boeing;
- (c) all claims for damages arising as a result of any default under the Boeing Purchase Agreement in respect of the Aircraft; and
- (d) any and all rights of Assignor to compel performance of the terms of the Boeing Purchase Agreement in respect of the Aircraft.

Reserving exclusively to Assignor, however:

- (i) all Assignor's rights and interests in and to the Boeing Purchase Agreement as and to the extent the same relates to aircraft other than the Aircraft, or to any other matters not directly pertaining to the Aircraft; and
- (ii) all Assignor's rights and interests in or arising out of any advance or other payments or deposits made by Assignor in respect of the Aircraft under the Boeing Purchase Agreement and any amounts credited or to be credited or paid or to be paid by Boeing in respect of the Aircraft.

Assignee hereby accepts such assignment on and subject to the terms hereof and agrees to pay the price reflected in the Invoice to Boeing.

- 3. It is expressly agreed that, anything herein contained to the contrary notwithstanding: (a) prior to the Delivery Date, Assignor will perform its obligations with respect to the Aircraft to be performed by it on or before such date, (b) Assignor will at all times remain liable to Boeing under the Boeing Purchase Agreement to perform all obligations of Customer thereunder to the same extent as if this Assignment had not been executed, (c) the exercise by Assignee of any of the assigned rights will not release Assignor from any of its obligations to Boeing under the Boeing Purchase Agreement, except to the extent that such exercise constitutes performance of such obligations and (d) except as specifically provided in the next succeeding paragraph with respect to Assignee, Assignee shall not have any obligation or liability under the Boeing Purchase Agreement by reason of or arising out of this Assignment or be obligated to perform any of the obligations or duties of Assignor under the Boeing Purchase Agreement or to make any payment (except the obligation to pay on the Delivery Date the price reflected in the Invoice upon the terms and subject to the conditions set forth in the Boeing Purchase Agreement and this Assignment) or to make any enquiry as to the sufficiency of any payment received by it or to present or file any claim or to take any other action to collect or enforce any claim for any payment assigned hereunder.
- 4. Notwithstanding anything contained in this Assignment to the contrary (but without in any way releasing Assignor from any of its obligations under the Boeing Purchase Agreement), Assignee confirms for the benefit of Boeing that, insofar as the provisions of the Boeing Purchase Agreement relate to the Aircraft,

in exercising any rights under the Boeing Purchase Agreement, or in making any claim with respect to the Aircraft or other things (including, without limitation, Material, training and services) delivered or to be delivered, the terms and conditions of the Boeing Purchase Agreement, including, without limitation, the DISCLAIMER AND RELEASE; EXCLUSION OF LIABILITIES in Article 11 of Part 2 of Exhibit C (Product Assurance Document) to the AGTA which was incorporated by reference into the Boeing Purchase Agreement and the insurance provisions in Article 8.2 of the AGTA which was incorporated by reference into the Boeing Purchase Agreement therein, and which are set out in full in the schedule hereto, will apply to and be binding on Assignee to the same extent as if Assignee had been the original "Customer" thereunder. Assignee further agrees, expressly for the benefit of Boeing, upon the written request of Boeing, Assignee will promptly execute and deliver such further assurances and documents and take such further action as Boeing may reasonably request in order to obtain the full benefits of Assignee's agreements in this paragraph.

5. Nothing contained herein will subject Boeing to any liability to which it would not otherwise be subject under the Boeing Purchase Agreement or modify in any respect the contract rights of Boeing thereunder, or require Boeing to divest itself of title to or possession of the Aircraft or other things until delivery thereof and payment therefore as provided therein.
6. Assignee and Assignor each agrees that it will not enter into any agreement with Boeing that would amend, modify, rescind, cancel or terminate the Boeing Purchase Agreement in respect of the Aircraft or take any other action to amend, modify, rescind, cancel or terminate any of Assignee's or Assignor's rights in respect of the Aircraft, without the prior written consent of the other party hereto.
7. Assignee agrees, expressly for the benefit of Boeing and Assignor that it will not disclose, directly or indirectly, any terms of the Boeing Purchase Agreement; provided, that Assignee may use, retain and disclose any such information (a) to its shareholders, partners, members, Affiliates, officers, directors, managers, agents and employees, (b) to its special counsel and public accountants, (c) as required by applicable law, regulation or the rules of any applicable stock exchange to be disclosed or to the extent that Assignee may have received a subpoena or other written demand under color of legal right for such information, but it will first, as soon as practicable upon receipt of such requirement or demand, furnish an explanation of the basis thereof to Boeing, and will afford Boeing reasonable opportunity, to obtain a protective order or other reasonably satisfactory assurance of confidential treatment for the information required to be disclosed, and (d) to any bona fide potential purchaser or lessee of the Aircraft or (e) in respect of the contents of this Agreement only, to any financier or potential financier of the Aircraft. Any disclosure pursuant to (b), (d) or (e) above will be subject to execution of a confidentiality agreement substantially similar to this paragraph 7, save (in the case of any disclosure pursuant to (b) above) to the extent that the recipient of any such information is under a comparable professional duty of confidentiality which has not been waived.
8. The Assignor does hereby represent and warrant that the Boeing Purchase Agreement, insofar as it relates to the Aircraft, is in full force and effect and is a legal, valid and binding obligation of the Assignor in accordance with its terms and that the Assignor is not in default thereunder. The Assignor does hereby further represent and warrant that the Assignor has not assigned or pledged, and

hereby covenants that it will not assign or pledge, so long as this Assignment shall remain in effect, the whole or any part of the rights hereby assigned or any of its rights with respect to the Aircraft under the Boeing Purchase Agreement not assigned hereby, to anyone other than the Assignee.

9. This Assignment may be executed by the parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.
10. This Assignment will be governed by, and construed in accordance with, the laws of the State of Washington, U.S.A., except that Washington's choice of law rules will not be invoked for the purpose of applying the laws of another jurisdiction.

Assignor

**AEROVÍAS DE MÉXICO, S.A. DE C.V.**

Assignee

**WILMINGTON TRUST SP  
SERVICES (DUBLIN) LIMITED**, not  
in its individual capacity but solely as  
owner trustee

By \_\_\_\_\_

Name:

Title:

By \_\_\_\_\_

Name:

Title:

## CONSENT AND AGREEMENT OF THE BOEING COMPANY

THE BOEING COMPANY, a Delaware corporation (**Boeing**), hereby acknowledges notice of and consents to all of the terms of the Purchase Agreement Assignment (herein called the **Assignment**; capitalised terms used herein and not otherwise defined herein shall have the meanings set forth in, or referred in, the Assignment) dated [\_\_\_\_\_] between **AEROVÍAS DE MÉXICO, S.A. DE C.V.**, a Mexican company (**Assignor**), and **WILMINGTON TRUST SP SERVICES (DUBLIN) LIMITED**, not in its individual capacity but solely as owner trustee (**Assignee**) relating to the assignment by Assignor of, among other things, certain of its rights and interests under the Boeing Purchase Agreement in respect of one Boeing 737-[8/9] MAX aircraft, bearing manufacturer's serial number [\_\_\_\_\_] (the **Aircraft**), and hereby confirms to Assignee and Assignor that:

1. all representations, warranties, indemnities and agreements of Boeing under the Boeing Purchase Agreement with respect to the Aircraft shall, subject to the terms and conditions thereof and of the Assignment, inure to the benefit of Assignee to the same extent as if originally named the "Customer" therein except as provided by Clause 2 of the Assignment;
2. Assignor will at all times remain liable to Boeing under the Boeing Purchase Agreement to perform all obligations of "Customer" thereunder to the same extent as if the Assignment had not been executed, and the exercise by Assignee of any of the assigned rights under the Assignment will not release Assignor from any of its obligations to Boeing under the Boeing Purchase Agreement, except to the extent that such exercise constitutes performance of such obligations;
3. Assignee shall not be liable for any of the obligations, liabilities or duties of Assignor under the Boeing Purchase Agreement, nor shall the Assignment give rise to any duties, liabilities or obligations whatsoever on the part of Assignee owing to Boeing, except for Assignee's agreement in the Assignment with respect to the Aircraft that, insofar as the provisions of the Boeing Purchase Agreement relate to the Aircraft, in exercising any rights under the Boeing Purchase Agreement, or in making any claim with respect to the Aircraft or other things (including, without limitation, material, training and services) delivered or to be delivered, the terms and conditions of the Boeing Purchase Agreement, including, without limitation, the DISCLAIMER AND RELEASE; EXCLUSION OF LIABILITIES in Article 11 of Part 2 of Exhibit C (Product Assurance Document) to the AGTA which was incorporated by reference into the Boeing Purchase Agreement and the insurance provisions in Article 8.2 of the AGTA which was incorporated by reference into the Boeing Purchase Agreement therein, will apply to and be binding on Assignee to the same extent as if Assignee had been the original "Customer" thereunder;
4. Boeing agrees that the Assignment constitutes an assignment by Assignor as permitted by the Boeing Purchase Agreement;
5. if, at such time as the Assignee shall notify Boeing that the Assignee desires to lease or sell the Aircraft, to a person who is not then a party to a Boeing Customer Service General Terms Agreement with Boeing, to the extent permitted under the laws of the United States of America, Boeing agrees that it will then offer to such lessee or

purchaser, subject to execution of an agreement so to lease or sell the Aircraft, a Customer Service General Terms Agreement on Boeing's then standard terms and conditions for a person in the category in which Boeing reasonably determines such lessee or purchaser falls; provided that if such lessee or purchaser is then a party to a Customer Service General Terms Agreement with Boeing, such Customer Service General Terms Agreement shall apply to such lessee or purchaser of the Aircraft provided however that nothing herein shall be deemed to constitute any consent by Boeing to any further assignment by the Assignee of its rights in respect of the Boeing Purchase Agreement;

6. Boeing agrees that it will not assert any lien or claim against the Aircraft, any engine or any part thereof arising with respect to or in connection with any work or other services performed by Boeing or at its direction on the Aircraft, such engine or such part upon or prior to the title transfer to Assignee of the Aircraft on the Delivery Date; and
7. Boeing hereby agrees that it shall on the date on which the Aircraft is delivered to the Assignee under the Boeing Purchase Agreement and the Assignment, subject to receipt of the amount set forth in the Invoice from or on behalf of the Assignee pursuant to the Assignment, deliver to and in favour of the Assignee the Bill of Sale and the other documents in respect of the Aircraft required to be delivered by Boeing under the Boeing Purchase Agreement on the Delivery Date,

Boeing hereby represents and warrants that (i) Boeing is a corporation duly organised and validly existing in good standing under the law of the State of Delaware, (ii) the making and performance in accordance with its terms of the Boeing Purchase Agreement and this consent and agreement in respect of the Aircraft have been duly authorised by all necessary corporate action on the part of Boeing, do not require any stockholder approval, do not contravene Boeing's Restated Certificate of Incorporation or Bylaws or any indenture, credit agreement or other contractual agreement to which Boeing is a party or by which it is bound and do not, as to the making thereof, contravene any law binding on Boeing, (iii) to the best of Boeing's knowledge and belief, all applicable provisions of the Boeing Purchase Agreement have been complied with to effect the assignment contemplated by the Assignment, and (iv) each of the Boeing Purchase Agreement and this consent and agreement constitutes the legal, valid and binding obligation of Boeing enforceable against Boeing in accordance with its terms, in each case subject to: (A) the limitation of applicable bankruptcy, insolvency, reorganisation, moratorium or similar laws affecting the rights of creditors generally, and (B) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Except for the agreement of Boeing in this consent and agreement, nothing contained in this consent and agreement or in the Assignment shall subject Boeing to any liability to which it would not otherwise be subject under the Boeing Purchase Agreement or modify in any respect Boeing's contract rights thereunder or require Boeing to transfer title to, or possession of, the Aircraft prior to receipt of payment in full therefor as provided therein.

This Consent and Agreement will be governed by, and construed in accordance with, the law of the State of Washington, excluding the conflict of laws principles thereof.



*[signature page follows]*

Dated as of \_\_\_\_\_.

THE BOEING COMPANY

By \_\_\_\_\_

Name:

Title: Attorney-in-Fact

Aircraft Manufacturer's Serial Number \_\_\_\_\_

## SCHEDULE 6

### **SELLER'S REPRESENTATIONS AND WARRANTIES**

Seller represents and warrants to Purchaser, as of the date hereof and as of the Delivery Date in respect of each Aircraft, that the representations and warranties set forth below are true and accurate:

**1.1.1** Status. Seller is a company validly existing and in good standing under the Laws of Mexico. Subject to approval by the Bankruptcy Court of the transactions contemplated by this Agreement, it has the power and authority to carry on its business as presently conducted and to perform its obligations hereunder and under the other Operative Documents.

**1.1.2** Governmental Approvals. Subject to approval by the Bankruptcy Court of the transactions contemplated by this Agreement, no authorization, approval, consent, license or order of, or registration with, or the giving of notice to the Aviation Authority or any other Government Entity is required for the valid authorization, execution, delivery and performance by Seller of its obligations hereunder and under the other Operative Documents, except as will have been duly effected as of the Delivery Date of each such Aircraft.

**1.1.3** Binding. Subject to approval by the Bankruptcy Court of the transactions contemplated by this Agreement, (i) Seller's Board of Directors has authorized Seller to enter into this Agreement and the other Operative Documents and to perform its obligations under the Operative Documents; and (ii) this Agreement and the other Operative Documents have been duly executed and delivered by Seller and represent the valid and binding obligations of Seller, enforceable in accordance with their terms except as enforceability may be limited by bankruptcy, insolvency, reorganization or other Laws of general application affecting the enforcement of creditors' rights. When executed by Seller at Delivery of each such Aircraft, the same will apply to the Acceptance Certificate of such Aircraft.

**1.1.4** No Breach. The execution and delivery of this Agreement and the other Operative Documents, the consummation by Seller of the transactions contemplated in this Agreement and the other Operative Documents and compliance by Seller with the terms and provisions of this Agreement and the other Operative Documents do not and will not contravene any provision of Seller's constitutional documents or any Law applicable to Seller, or result in any breach of or constitute any default under or result in the creation of any Security Interest upon any property of Seller pursuant to any indenture, mortgage, chattel mortgage, deed of trust, conditional sales contract, bank loan or credit agreement, charter, bylaw or other agreement or instrument to which Seller is a party or by which Seller or its properties or assets may be bound or affected. When executed by Seller at Delivery of each such Aircraft, the same will apply to the Acceptance Certificate of such Aircraft.

**1.1.5** Filings. Except for any filing or recording that may be required under the Mexican Aeronautic Registry and except for the registration of the International Interests resulting from the sale of each Aircraft by Seller to Purchaser (or Purchaser Nominee, as the case may be) and the leasing of the Aircraft by Purchaser (or Purchaser Nominee, as the case

may be) to Seller, no filing or recording of any instrument or document (including the filing of any financial statement) is necessary under the Laws of the State of Registration to ensure effectiveness and enforceability of this Agreement or in order for each Lease Agreement to constitute a valid and perfected lease of record relating to the Aircraft.

**1.1.6** Translation or Notarization. Except for the Spanish translation and apostille of the Lease Agreement and of the documents evidencing the ownership rights of Purchaser (or Purchaser Nominee, as the case may be) in respect to the Aircraft by a translator duly approved by the Superior Tribunal of Justice of Mexico City or by the Council of the Federal Judicature, none of this Agreement nor any other Operative Document needs to be translated, notarized, legalized, apostilled or consularized as a condition to the legality, validity, filing, enforceability or admissibility in evidence thereof.

**1.1.7** Licenses. Seller holds all licenses, certificates and permits from applicable Government Entities in Mexico for the conduct of its business as a certificated air carrier and performance of its obligations under this Agreement and the other Operative Documents.

**1.1.8** No Suits. To Seller's knowledge after reasonable inquiry, other than with respect to the current Chapter 11 Case, there are no suits, arbitrations or other proceedings taking place, pending or threatened before any court, arbitration panel or administrative agency against or affecting Seller or any of its Affiliates which, if adversely determined, would have a material adverse effect on the business, assets or condition (financial or otherwise) of Seller or its ability to perform under this Agreement, except as described in the financial statements provided to Purchaser (or Purchaser Nominee) pursuant to Article **Error! Reference source not found.** of the Lease Agreements.

**1.1.9** No Withholding. Seller is not required by applicable Law to deduct or withhold any Tax from any amount payable by Seller under this Agreement or any other Operative Document.

**1.1.10** No Restrictions on Payments. Under the Laws of Mexico, there are no present restrictions on Seller making the payments required by this Agreement or the other Operative Documents.

**1.1.11** General Obligations. The obligations of Seller under this Agreement are direct, general and unconditional obligations of Seller and rank or will rank at least pari passu with all other present and future unsecured and unsubordinated obligations (including contingent obligations) of Seller, with the exception of such obligations as are mandatorily preferred by law and not by reason of any encumbrance.

**1.1.12** No Sovereign Immunity. Seller, under the Laws of Mexico or of any other jurisdiction affecting Seller, is subject to private commercial law and suit. Neither Seller nor its properties or assets is entitled to sovereign immunity under any such Laws. Seller's performance of its obligations hereunder and under the other Operative Documents constitute commercial acts done for commercial purposes.

**1.1.13** Tax Returns. Seller has duly filed all Tax returns that it is required by applicable Law to file and has duly paid all Taxes that it is required by applicable Law to pay.

**1.1.14** No Default or Event of Default under the Lease Agreements. No Default or Event of Default has occurred and is continuing under the Lease Agreements and the financial statements provided to LESSOR pursuant to Article **Error! Reference source not found.** of each Lease Agreement fairly present the financial condition of LESSEE as of the date of such financial statements; provided that (a) notwithstanding anything to the contrary in the Lease Agreements, from and after the Effective Date, the existence and continuation of the Bankruptcy Cases will not be considered an Event of Default pursuant to [REDACTED] of each Lease Agreement, (b) Purchaser (or the Purchase Nominee, as applicable) hereby agrees that no Event of Default shall arise or exist under [REDACTED] of any Lease Agreement, whether before or after the Effective Date, as a result of [REDACTED], and (c) Purchaser (or the Purchaser Nominee, as applicable) hereby waives any Event of Default under [REDACTED] of each Lease Agreement that may exist on the Effective Date and that arises from [REDACTED].

**1.1.15** Cape Town Convention. Seller is situated in a contracting state, and the Aircraft and each Engine constitutes an aircraft object, for purposes of the Cape Town Convention. Seller is duly qualified and holds a current and valid account as a transacting user entity at the International Registry and is capable of consenting to registrations and discharges of International Interests in accordance with the regulations and procedures established by the International Registry under the Cape Town Convention.

**EXHIBIT A**

**FORM OF LEASE AGREEMENT**

**EXHIBIT B**

**FORM OF BANKRUPTCY COURT ORDER**

*Confidential & Privileged  
For Settlement Purposes Only -- FRE 408*

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

**In re:**

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

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 20-11563 (SCC)**

**(Jointly Administered)**

**ORDER AUTHORIZING THE LESSEE DEBTOR TO EFFECTUATE THE  
TRANSACTIONS RELATED TO THE SALE-LEASEBACK AGREEMENTS  
AND RELATED TRANSACTIONS WITH AERCAP IRELAND LIMITED**

Upon the motion (the “**Motion**”)<sup>2</sup> of Grupo Aeroméxico, S.A.B. de C.V. and its affiliates that are debtors and debtors in possession in these cases (collectively, the “**Debtors**”) for entry of an order (this “**Order**”) seeking authorization, pursuant to sections 362, 363, 365, 1107 and 1108 and other applicable sections of the title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”), and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedures, for, among other things: (a) the assumption by Aerovías de México, S.A. de C.V. (“**Aerovias**” or “**Lessee Debtor**”) of that certain Purchase Agreement No. PA-03813 dated

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Motion.

November 5, 2012 between Aerovias and The Boeing Company (“**Boeing**”), as amended, modified or supplemented from time to time, including by that certain Letter Agreement No. AMX-LA-1907974 dated December 30, 2019, as amended by that certain Amendment to Letter Agreement No. AMX-LA-1907974 entered into between Aerovias and Boeing on or about the date hereof (collectively, and including the related Aircraft General Terms Agreement No. AGTA-AMX, the “**Amended Boeing Agreement**”), which contemplates Aerovias taking delivery of certain remaining undelivered Boeing model 737 MAX aircraft (the “**Undelivered Boeing MAX Aircraft**”), including the AerCap Aircraft (as defined below), (b) the entry by Aerovias into a sale-leaseback transaction with respect to ten (10) of the Undelivered Boeing MAX Aircraft (consisting of five (5) MAX 8 and five (5) MAX 9 aircraft) and related engines, parts, equipment, and appurtenances, along with the associated records and documentation (collectively, the “**AerCap Aircraft**”) pursuant to (i) that certain Sale and Purchase Agreement dated on or about the date hereof (the “**SLB Purchase and Sale Agreement**”) between AerCap Ireland Limited, as purchaser (including any assignees or nominees in such capacity, the “**SLB Purchaser**”), and the Lessee Debtor, as seller, with respect to each of the AerCap Aircraft, (ii) those certain Purchase Agreement Assignments (each, a “**Purchase Agreement Assignment**” and collectively, the “**Purchase Agreement Assignments**”) to be entered into between the Lessee Debtor, as assignor, and Wilmington Trust SP Services (Dublin) Limited, not in its individual capacity but solely as trustee, as the nominee of the SLB Purchaser (or such other nominee(s) of the SLB Purchaser, each, a “**Purchaser Nominee**”, and collectively, the “**Purchaser Nominees**”), as assignee, with respect to each of the AerCap Aircraft simultaneously with the delivery thereof by Boeing and (iii) those certain Aircraft Lease Agreements dated on or about the date hereof for each of the AerCap Aircraft (each, an “**SLB**



**Lease**”, and collectively, the “**SLB Leases**”), between the relevant Purchaser Nominee, as lessor (in such capacity, each an “**SLB Lessor**” and collectively the “**SLB Lessors**”), and the Lessee Debtor, as lessee; (c) the assumption by the Lessee Debtor of five existing aircraft lease agreements, as amended on or about the date hereof (it being understood that the parties shall execute one such lease amendment for each of the five aircraft) (the “**Other Lease Amendments**” and the existing aircraft lease agreements, as amended by the Other Lease Amendments, the “**Other Leases**”) with the relevant affiliate of AerCap Ireland Limited as lessor (each, a “**787 Lessor**”) for two (2) Boeing model 787-8 aircraft and three (3) Boeing model 787-9 aircraft (as more particularly described in the Other Lease Amendments, the “**AerCap 787s**”), in each case together with the related engines, parts, equipment, and appurtenances and the associated records and documentation, and the effectuation of all actions necessary or advisable to effect such assumption, including, without limitation, curing all defaults and breaches thereunder, and (d) the effectuation of the transactions relating to each of the foregoing (collectively, the “**AerCap Transactions**”), and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion and held a hearing (the “**Hearing**”) to consider the relief requested in the Motion; and upon the record of the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and

the Court having determined the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

**A. GENERAL MATTERS.**

1. The Debtors are hereby authorized to effectuate the AerCap Transactions in accordance with the Amended Boeing Agreement (to the extent applicable to the SLB Purchaser), the SLB Purchase and Sale Agreement, the SLB Leases, each of the Purchase Agreement Assignments and each of the Other Leases, along with all related documents referenced therein and any and all additional instruments, documents, and agreements that may be necessary, advisable or desirable to implement the foregoing agreements and for effectuating the AerCap Transactions (collectively, the “AerCap Transaction Documents”) and to perform all of the terms and provisions of the AerCap Transaction Documents.

**B. PURCHASE OF AERCAP AIRCRAFT BY THE LESSEE DEBTOR FROM BOEING.**

2. The Debtors are authorized to take such actions as are necessary to effectuate the the purchase of the AerCap Aircraft and the transfer of title from Boeing to the applicable Purchaser Nominee of each of the AerCap Aircraft, including, but not limited to, the remittance of the relevant amounts owing in connection with (i) the purchase of the AerCap Aircraft from Boeing and (ii) the Debtors’ financing arrangements of certain predelivery payments relating to the AerCap Aircraft (the “**PDP Financing**”).

**C. CONTEMPLATED SALE LEASEBACK TRANSACTION.**

3. The Lessee Debtor is authorized, pursuant to section 363(b) of the Bankruptcy Code and as specified below, to enter into certain agreements (including, without

limitation, the AerCap Transaction Documents), and to perform its obligations under and comply with the terms of such agreements (including, without limitation, the AerCap Transaction Documents) with the SLB Purchaser and the SLB Lessors solely insofar as such agreements relate to (i) the sale of the AerCap Aircraft from the Lessee Debtor (as contemplated in the applicable AerCap Transaction Documents) to the SLB Purchaser or the SLB Lessors, as the nominee of the SLB Purchaser, in accordance with the SLB Purchase and Sale Agreement, and (ii) the lease back of the AerCap Aircraft by the Lessee Debtor from SLB Lessors in accordance with the SLB Leases (such sale leaseback transactions, the “**Sale Leaseback Transactions**”).

**(1) SALE OF AERCAP AIRCRAFT FROM THE LESSEE DEBTOR TO THE SLB PURCHASER OR A SLB LESSOR**

4. The Lessee Debtor is authorized, pursuant to section 363(b) of the Bankruptcy Code, to enter into the SLB Purchase and Sale Agreement with the SLB Purchaser and the SLB Lessors, and the related Purchase Agreement Assignments, and to perform its obligations under and comply with the terms of the SLB Purchase and Sale Agreement, each of the Purchase Agreement Assignments, and the other applicable AerCap Transaction Documents, in connection with the sale of each of the AerCap Aircraft from Boeing to the SLB Purchaser, acting through the SLB Lessors, and the leaseback of each of the AerCap Aircraft by the Lessee Debtor from the SLB Lessors.

5. Pursuant to sections 363(b) and 363(f) of the Bankruptcy Code, the Debtors are authorized to: (i) close the transactions contemplated in the SLB Purchase and Sale Agreement and each of the Purchase Agreement Assignments for the sale, transfer, and conveyance of the AerCap Aircraft free and clear of all liens, claims, interest, and encumbrances; (ii) undertake all of the transactions contemplated thereby in connection therewith, including (but not limited to) the preparation, execution, filing, or delivery of any documents, deeds,

assignments, or other instruments in furtherance of the foregoing; and (iii) use the net proceeds of the sale of the AerCap Aircraft to pay Boeing and the relevant persons or entities providing PDP Financing for the AerCap Aircraft the relevant amounts due and owing as of the closing date under the relevant AerCap Transaction Documents or the relevant PDP Financing documents. With respect to the SLB Purchaser and the SLB Lessors, nothing herein shall limit the closing conditions specified in the SLB Purchase and Sale Agreement and the other applicable AerCap Transaction Documents.

6. The transactions contemplated by the SLB Purchase and Sale Agreement effect a legal, valid, enforceable, and effective sale and transfer of the AerCap Aircraft to the SLB Purchaser, acting through the SLB Lessors, and shall, upon closing, vest the SLB Purchaser or SLB Lessor, as the case may be, with all rights, title, and interests in the AerCap Aircraft, free and clear of all liens, encumbrances, and interests.

7. The SLB Purchaser and the SLB Lessors are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code, and any reversal or modification on appeal of the authorizations provided herein to consummate the sale of the AerCap Aircraft shall not affect the validity of the sale of the AerCap Aircraft to the SLB Purchaser or a SLB Lessor, as applicable, once consummated.

8. The Debtors are hereby authorized, without any further order of the Court, to make any payments and take any additional actions as necessary and appropriate to implement the SLB Purchase and Sale Agreement and the transactions contemplated therein, and to comply with the Debtors' obligations thereunder and under the other AerCap Transaction Documents.

9. The Lessee Debtor is authorized, under Section 363(b) of the Bankruptcy Code, to sell the AerCap Aircraft to the SLB Purchaser (or, as applicable, its nominee, a SLB

Lessor) in connection with the Sale Leaseback Transactions and to enter into, perform its obligation under, and comply with the terms of the SLB Purchase and Sale Agreement and the SLB Leases, which leases are to be entered into in connection with the closing of the Sale Leaseback Transaction for each AerCap Aircraft (it being understood that the parties shall execute one lease for each AerCap Aircraft) in order to: (a) effectuate the sale of such AerCap Aircraft from Boeing to the SLB Purchaser or a SLB Lessor, as applicable; (b) execute the FAA bill of sale and the warranty bill of sale for such AerCap Aircraft in favor of the SLB Purchaser or a SLB Lessor, as applicable; and (c) consummate the sale and transfer of title of such AerCap Aircraft to the SLB Purchaser (or a SLB Lessor, as applicable) pursuant to and in accordance with the terms and conditions of the SLB Purchase and Sale Agreement.

10. The failure to include or reference any term of the SLB Purchase and Sale Agreement or other AerCap Transaction Document in this Order shall not diminish or impair the effectiveness of such provisions of the SLB Purchase and Sale Agreement or of any other AerCap Transaction Documents, which are hereby be approved and enforceable in their entirety.

**(2) LEASEBACK OF AERCAP AIRCRAFT BY THE LESSEE DEBTOR FROM SLB LESSORS.**

11. In connection with the Sale Leaseback Transactions, the Lessee Debtor is also authorized, pursuant to Section 363(b) of the Bankruptcy Code, to enter into, perform its obligations under, and comply with the terms of the following agreements, which are to be entered into in connection with the closing of the Sale Leaseback Transactions for each AerCap Aircraft in order to effectuate the leaseback of each AerCap Aircraft by the Lessee Debtor from the SLB Purchaser or the SLB Lessors, as the case may be:

- The SLB Lease for each AerCap Aircraft;

- The related estoppel and acceptance certificate between the Lessee Debtor and the applicable SLB Lessor for each AerCap Aircraft; and
- Each other related AerCap Transaction Document,

in each case in connection with the leaseback of each of the AerCap Aircraft by the Lessee Debtor, as lessee, from the SLB Purchaser, acting through the SLB Lessor as its nominee.

12. The transactions contemplated by the SLB Leases effect a legal, valid, enforceable, and effective leasing arrangement for the AerCap Aircraft from the SLB Purchaser, acting through the SLB Lessors, as lessor, to the Lessee Debtor, as lessee.

13. The SLB Purchaser and the applicable SLB Lessor are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code, and any reversal or modification on appeal of the authorization provided herein to consummate each of the leases of the AerCap Aircraft shall not affect the validity of the leasing of the AerCap Aircraft from the SLB Purchaser, acting through the relevant SLB Lessor, to the Lessee Debtor.

14. The Debtors are hereby authorized without any further order of the Court to pay and take any additional actions as necessary and appropriate to implement the SLB Leases and the transactions contemplated therein, and to comply with the Debtors' obligations thereunder and under the other AerCap Transaction Documents.

15. The Lessee Debtor is authorized, under Section 363(b) of the Bankruptcy Code, to lease the AerCap Aircraft from the SLB Purchaser (acting through each of the SLB Lessors) in connection with the Sale Leaseback Transactions and to enter into, perform its obligations under, and comply with the terms of the SLB Leases, which leases are to be entered into in connection with the closing of the Sale Leaseback Transaction for each AerCap Aircraft (it being understood that the parties shall execute one lease for each AerCap Aircraft).

16. The failure to include or reference any term of the SLB Leases or other AerCap Transaction Document in this Order shall not diminish or impair the effectiveness of such provisions of the SLB Purchase and Sale Agreement or of any other AerCap Transaction Documents which shall be approved and enforceable in their entirety.

**D. ASSUMPTION OF OTHER AGREEMENTS.**

17. The Lessee Debtor and the other Debtors are authorized to assume, under section 365(a) of the Bankruptcy Code, the Other Leases, as amended by the Other Lease Amendments, including, without limitation, to effect the assumption of the leasing arrangements provided under the Other Leases from the lessors thereunder to the Lessee Debtor, as lessee.

18. The terms of the Other Leases, and the Lessee Debtor's entry into such additional instruments and documents, including, without limitation, all applicable amendments to the Other Leases, as amended by the Other Lease Amendments, and the Lessee Debtor's taking of such additional actions as necessary or appropriate to cause the implementation and consummation of the assumption of the Other Leases, are hereby approved under sections 363(b) of the Bankruptcy Code.

**E. ADDITIONAL PROVISIONS.**

19. The Debtors are authorized to execute and deliver, and empowered to perform under, consummate, and implement, as applicable, the Amended Boeing Agreement, SLB Purchase and Sale Agreement, the SLB Leases, each of the Purchase Agreement Assignments, the Other Leases and the other AerCap Transaction Documents and to take all further actions as may be reasonably requested by the SLB Lessor (and agreed to by the Lessee Debtor) for the purpose of assigning, transferring, granting, conveying, and conferring to the SLB Lessor any of the AerCap Aircraft, or as may be necessary or appropriate to the

performance of the obligations as contemplated by the AerCap Transaction Documents, and each SLB Lessor may enforce any of its rights under such agreements that it would otherwise be entitled to enforce, without further order of the Court.

20. The AerCap Transactions Documents and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in a writing signed by the parties thereto, and in accordance with the terms thereof, without further order of the Court, *provided* that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

21. The automatic stay under Section 362 of the Bankruptcy Code is vacated and modified to the extent necessary to implement the terms and conditions of the AerCap Transaction Documents, the Sale Leaseback Transactions, and the other AerCap Transactions. Upon the occurrence of any event of default under any SLB Lease or any Other Lease after the date of this Order, the applicable SLB Lessor or 787 Lessor may file with the Court and deliver to the Debtors and the Committee a written notice (a "**Termination Notice**") effective as of five business days after its filing and delivery (the "**Remedies Period**"). Upon the expiration of the Remedies Period, the automatic stay in the above-referenced chapter 11 cases shall be deemed lifted and the applicable SLB Lessor or 787 Lessor may undertake any remedies and enforcement actions provided for under such SLB Lease, the Other Lease and/or other AerCap Transaction Documents without need for any authorization from the Court or further notice (other than as expressly provided for under the applicable SLB Lease or Other Lease). During the Remedies Period, the Debtors or the Committee may seek an emergency hearing at which either may contest the fact that a material event of default under the applicable SLB Lease or



Other Lease has occurred and is continuing. The Remedies Period shall automatically extend to the conclusion of such a hearing and the issuance of a ruling on the matters contested thereat.

22. The cure (as defined in section 365(b) of the Bankruptcy Code) due upon assumption of the Other Leases will be \$0.00. AerCap shall have an allowed non-priority general unsecured claim in the amount of \$210,867,000 against Aerovías in full and final satisfaction of all asserted pre-petition claims (the “**Allowed Claim**”). Promptly following entry of this Order, AerCap may, if it so elects, file amended proof(s) of claim aggregating up to such amount and such shall be accorded the allowance and treatment set forth herein. Upon the entry of this Order, the Allowed Claim shall not be (either directly or indirectly) (y) subject to any challenge, objection, reduction, subordination, counterclaim or offset for any reason and (z) subject to any objection, subordination, avoidance or recovery actions under Sections 502(d), 510, 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code. Any chapter 11 plan of reorganization filed by the Debtors shall afford such claims treatment that is no worse than the treatment given to the non-priority unsecured claims of any other aircraft or engine lessor whose claims run solely against Aerovías.

23. Any amounts owing by any of the Debtors under any of the AerCap Transaction Documents due after the effectiveness of such documents, including, without limitation, the rent owing to the applicable SLB Lessor under the leasing terms of the applicable SLB Leases or any claim for damages arising out of a breach by any of the Debtors of any of the AerCap Transaction Documents after the effectiveness of such documents, shall be administrative expenses pursuant to Sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code.

24. This Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors and interest holders; the SLB Purchaser,

the SLB Lessors and any of their respective affiliates, successors, and assigns; and any affected third parties, including, but not limited to, all persons asserting interests in the AerCap Aircraft or the AerCap 787s, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

25. Nothing herein or in the AerCap Transaction Documents shall constitute a finding with respect to, or have any effect upon, whether the Sale Leaseback Transactions, or any other sale leaseback transaction involving the SLB Lessor, constitutes an agreement to extend “financial accommodations” within the meaning of Sections 365(c)(2) and 365(e)(2)(B) of the Bankruptcy Code, issues with respect to which no finding has been requested or made and all parties’ rights are reserved.

26. The terms and provisions of this Order shall be immediately effective and enforceable upon its entry. The effectiveness of this Order shall not be stayed pursuant to Rule 6004(h) or 6006(d) of the Federal Rules of Bankruptcy Procedure or otherwise.

27. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: \_\_\_\_\_  
New York, New York

---

HONORABLE SHELLEY C. CHAPMAN  
UNITED STATES BANKRUPTCY JUDGE



**EXHIBIT C**

**FORM OF AMENDMENTS TO OTHER AGREEMENTS**

**Annex 2**

**SLB Form of Lease Agreement**

Aerovías de México, S.A. de C.V.  
One Boeing 737-[8/9] MSN [\_\_\_\_]  
Scheduled Delivery: On or about [\_\_\_\_] [2021/2022]

*Agreed Form of Lease Agreement: April 22, 2021*

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AIRCRAFT LEASE AGREEMENT

Dated as of \_\_\_\_\_, 2021,

BETWEEN

AEROVÍAS DE MÉXICO, S.A. DE C.V.

as LESSEE

and

WILMINGTON TRUST SP SERVICES (DUBLIN) LIMITED,  
not in its individual capacity, but solely as Trustee pursuant to the Declaration of Trust (Aircraft  
73B-0116[\_\_\_]X (Ireland) Trust)

as LESSOR

---

Aircraft Make and Model:

Boeing 737-[8/9]

VP/#41956059.8

---

Aerovías de México, S.A. de C.V.  
One Boeing 787-9  
(Scheduled Delivery: On or about May 2020)

Aircraft Manufacturer's Serial Number: [\_\_\_\_\_]

Model of Engines: CFM LEAP-1B

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## AIRCRAFT LEASE AGREEMENT

THIS AIRCRAFT LEASE AGREEMENT (together with all Exhibits and Schedules hereto, the "**Lease**") is made and entered into as of \_\_\_\_\_, 2021,

BETWEEN:

**AEROVÍAS DE MÉXICO, S.A. DE C.V.**, a Mexican company whose principal place of business is at Paseo de la Reforma 243, Piso 27, Mexico City, 06500, Mexico ("**LESSEE**"); and

**WILMINGTON TRUST SP SERVICES (DUBLIN) LIMITED**, not in its individual capacity but solely as Trustee pursuant to the Declaration of Trust (Aircraft 73B-0116[\_\_\_]X (Ireland) Trust), whose address is at Fourth Floor, 3 George's Dock, IFSC, Dublin 1, Ireland ("**LESSOR**").

The subject matter of this Lease is one Boeing 737-[8/9] aircraft. In consideration of and subject to the mutual covenants, terms and conditions contained in this Lease, LESSOR hereby agrees to lease to LESSEE and LESSEE hereby agrees to lease from LESSOR the aircraft and LESSEE and LESSOR further agree as follows:

## **ARTICLE 1 DELIVERY SUMMARY**

The following is a summary of the aircraft delivery as contemplated by this Lease. It is set forth for the convenience of the parties only and will not be deemed in any way to amend, detract from or simplify the other provisions of this Lease. In the event of a conflict with any other provision of this Lease or any other Operative Document, such other provision will govern.

### **1.1 Description of Aircraft**

One Boeing 737-[8/9] aircraft

### **1.2 Scheduled Delivery Date and Location**

On or about [\_\_\_\_] [2021/2022] at Manufacturer's facility in Everett, Washington or Charleston, South Carolina or any other location informed by Boeing

### **1.3 Initial Country of Aircraft Registration**

United Mexican States

## ARTICLE 2 DEFINITIONS

Except where the context otherwise requires, the following words have the following meanings for all purposes of this Lease. The definitions are equally applicable to the singular and plural forms of the words. Any agreement defined anywhere in this Lease includes each amendment, modification, supplement and waiver thereto in effect from time to time.

### 2.1 Definitions.

**"Acceptance Certificate"** means the Estoppel and Acceptance Certificate as executed and delivered by LESSEE at Delivery.

**"Actual Utilization"** means the actual number of Flight Hours and Cycles operated by the Airframe, an Engine or Part during any stated period.

**"Affiliate"** means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person (including, without limitation, a trust of which such Person, or a direct or indirect parent or subsidiary of such Person, is the beneficiary). For the purposes of this definition and the definition of "Subsidiary", "control" (including "controlled by" and "under common control with") means the power, directly or indirectly, to direct or cause the direction of the management and policies of the applicable Person whether through the ownership of voting securities or by contract or otherwise. For the avoidance of doubt, Beneficial Owner (and each Affiliate of Beneficial Owner) is an Affiliate of LESSOR.

**"Aircraft"** means the Airframe, Engines, APU, Parts and Aircraft Documentation, collectively. As the context requires, "Aircraft" may also mean the Airframe, any Engine, the APU, any Part, the Aircraft Documentation or any part thereof individually. For example, in the context of return to LESSOR the term "Aircraft" means the Airframe, Engines, APU, Parts and Aircraft Documentation collectively, yet in the context of LESSEE not creating any Security Interests other than Permitted Liens on the Aircraft, the term "Aircraft" means any of the Airframe, any Engine, the APU, any Part or the Aircraft Documentation individually.

**"Aircraft Activity"** means the ownership (for purposes of Articles 15.1 and 16.1), possession, use, import, export, registration, re-registration, deregistration, non-registration, manufacture, performance, transportation, management, location, movement, acquisition, disposal, transfer, exchange, control, design, condition, defect, testing, inspection, acceptance, delivery, redelivery, leasing, subleasing, wetleasing, pooling, interchange, maintenance, repair, loss, damage, emissions, refurbishment, insurance, reinsurance, service, modification, overhaul, replacement, alteration, storage, removal or operation of, or any Security Interest (other than a LESSOR's Lien) on, the Aircraft, the Airframe, any Engine or any Part (whether in the air or on the ground or otherwise) at any time.



**"Aircraft Documentation"** means all (a) log books, Aircraft records, manuals and other documents provided to LESSEE in connection with the Aircraft, (b) documents listed in the Acceptance Certificate and Exhibit L and (c) any other documents required to be maintained during the Lease Term and until the Termination Date by the Aviation Authority, the Maintenance Program or this Lease.

**"Airframe"** means the airframe listed in the Acceptance Certificate together with all Parts relating thereto (except Engines or engines and the APU).

**"Airframe Major Check"** means each of the following checks: (a) all "9-year" tasks together with all lower tasks all to be completed pursuant to the MPD together with the rectification of any deficiencies resulting from the findings thereof, and (b) all "15-year" tasks together with all lower tasks all to be completed pursuant to the MPD together with the rectification of any deficiencies resulting from the findings thereof.

**"Airframe Warranties Agreement"** means an airframe warranties agreement entered into or to be entered into between LESSOR and LESSEE, and consented to and acknowledged by the Manufacturer, in form acceptable to LESSOR and LESSEE.

**"Airworthiness Directives" or "ADs"** means all airworthiness directives (or equivalent) applicable to the Aircraft issued by any one or more of the Aviation Authority and the FAA.

**"APU"** means (a) the auxiliary power unit of the Aircraft listed in the Acceptance Certificate, (b) any replacement auxiliary power unit acquired by LESSOR and leased to LESSEE pursuant to Article 18.6 following a Total Loss of the APU, (c) any replacement auxiliary power unit acquired by LESSOR and leased to LESSEE pursuant to Article 22.12 in connection with return of the Aircraft, and (d) all Parts installed in or on such APU at Delivery (or substituted, renewed or replacement Parts in accordance with this Lease) so long as title thereto is or remains vested in Owner in accordance with the terms of Article 12.4.

**"APU Hour"** means each hour or fraction thereof during which the APU is operated.

**"Aviation Authority"** means, as of any time of determination, (i) the Dirección General de Aeronáutica Civil (DGAC) (Directorate General of Civil Aviation of Mexico) and the Registro Aeronáutico Mexicano (RAM) (Mexican Aeronautic Registry) or any Government Entity which under the Laws of Mexico from time to time has control over civil aviation or the registration, airworthiness or operation of aircraft in Mexico, or (ii) if, in accordance with this Lease, the Aircraft is registered in a country other than Mexico, the agency having jurisdiction over the Aircraft or which regulates and/or controls civil aviation under the laws of the country or state in which the Aircraft is then registered or having jurisdiction over the registration, airworthiness and operation of, or other matters relating to, the Aircraft.

**"Aviation Documents"** means any or all of the following which at any time may be obtainable from the Aviation Authority: (a) if required, a temporary certificate of airworthiness from the Aviation Authority allowing the Aircraft to be flown after Delivery to the State of Registration, (b) an application for registration of the Aircraft with the appropriate authority in the State of Registration, (c) the certificate of registration for the Aircraft issued by the State of Registration, (d) a full certificate of airworthiness for the Aircraft in the category for which the Aircraft is intended, (e) an air transport license, (f) an air operator's certificate, (g) such recordation of LESSOR's, Owner's and each other Relevant Party's respective rights, title and interest in and to the Aircraft and the Operative Documents as may be available in the State of Registration and (h) all such other authorizations, approvals, consents and certificates in the State of Registration as may be necessary or advisable to enable LESSEE lawfully to operate the Aircraft.

**"Bankruptcy Cases"** means the Chapter 11 cases and proceedings initially filed by LESSEE and its Affiliates on June 30, 2020 under the lead case no. 20-11563 with the Bankruptcy Court and all affiliated and associated filings and proceedings in any other court or jurisdiction relating to such cases.

**"Bankruptcy Court"** means the United States Bankruptcy Court for the Southern District of New York.

**"Bankruptcy Court Order"** has the meaning set forth in the Sale and Purchase Agreement.

**"Beneficial Owner"** means AerCap Ireland Limited or such other Person which, from time to time, LESSOR may notify LESSEE in writing as being the beneficial owner of the Aircraft for the time being.

**"BFE"** means the buyer furnished equipment supplied by or on behalf of LESSEE and installed on the Aircraft.

**"BFE Warranties"** means any warranties and guarantees from the manufacturers of the BFE which LESSEE is entitled to assign.

**"Bill of Sale"** means the document evidencing the rights of LESSOR as Owner of the Aircraft.

**"Boeing Purchase Agreement"** means the purchase agreement number 3813 dated as of November 5, 2012 and entered into between LESSEE and the Manufacturer in respect of, *inter alia*, the Aircraft (as may be assigned, transferred, amended, supplemented or otherwise modified from time to time).

**"Business Day"** means a day other than a Saturday or Sunday on which the banks in the cities where LESSOR's Bank and LESSEE's Bank are located are open for the transaction of business of the type required by this Lease.

**"Cape Town Convention"** means both the Convention and the Protocol.

**"Convention"** means the Convention on International Interests in Mobile Equipment which was adopted on November 16, 2001 at a diplomatic conference held in Cape Town, South Africa, subject to the declarations of the State of Registration or country in which LESSEE or any sublessee is "situated" for purposes of the Cape Town Convention (as applicable) in connection therewith, as it may be amended from time to time.

**"Creditor"** means any lessor, owner, bank, lender, mortgagee or other Person which is the owner of or has any interest in an aircraft engine or aircraft operated by LESSEE.

**"Creditor Agreement"** means the applicable agreement between a Creditor and LESSEE or between Creditors pursuant to which such Creditor owns, leases or has an interest in either an aircraft operated by LESSEE on which an Engine may be installed or in an aircraft engine which may be installed on the Airframe.

**"CT Sale"** means a "sale" as such term is defined in the Cape Town Convention.

**"Cycle"** means one take-off and landing of the Aircraft or, in respect of any Engine or Part temporarily installed on another aircraft, of that other aircraft, and for this purpose one "touch and go" will count as one take-off and landing (i.e., one Cycle).

**"Default"** means any event which, upon the giving of notice, the lapse of time and/or a relevant determination, would constitute an Event of Default.

**"Delivery"** means the delivery of the Aircraft from LESSOR to LESSEE pursuant to Article 3.

**"Delivery Date"** means the date on which Delivery takes place.

**"Dollars"**, **"\$"** and **"US\$"** mean the lawful currency of the U.S.

**"EASA"** means the European Aviation Safety Agency or any successor thereto. Where it is stated in this Lease that a repair station or a repair, overhaul or maintenance facility will be an "EASA-approved" station or facility, such station or facility must be approved by EASA to perform maintenance and repair work on an aircraft of the same type as the Aircraft, an Engine or Part submitted to it for maintenance or repair, as applicable.

**"Electronic Records Format"** means an EASA- or FAA-approved system in a searchable format by which any Aircraft Documentation is stored and retrieved digitally and electronically.

**"Engine"** means (a) each of the engines listed on the Acceptance Certificate, (b) any replacement engine acquired by LESSOR and leased to LESSEE pursuant to Article 18.5 following a Total Loss of an Engine, and (c) all Parts (including QEC Parts) installed in or on any of such engines at Delivery (or substituted, renewed or replacement Parts in accordance with this Lease) so long as title to such Parts is or remains or should be vested in Owner in accordance with the terms of Article 12.4.

**"Engine Manufacturer"** means CFM International S.A. or its successor in title.

**"Engine Warranties Agreement"** means an engine warranties agreement and/or product support assignment with respect to each Engine entered into or to be entered into between LESSOR and the Engine Manufacturer together with the Initial Notices and any other notices executed pursuant thereto, in form acceptable to LESSOR and LESSEE.

**"EU ETS Authority"** means any Government Entity or member state of the European Union with jurisdiction for the application and administration of EU ETS Laws in relation to any of LESSEE, any sublessee, any wet lessee or the Aircraft.

**"EU ETS Directive"** means Directive 2003/87/EC of the European Parliament and of the Council of October 13, 2003 establishing a scheme for greenhouse gas emissions allowance trading and amending Council Directive 96/61/EC, as the same may be amended, supplemented, superseded or readopted from time to time (whether with or without modifications).

**"EU ETS Laws"** means (a) the EU ETS Directive and (b) any applicable Law of a member state of the European Union implementing the EU ETS Directive.

**"Eurocontrol"** means the European Organization for the Safety of Air Navigation established by the Convention related to the Cooperation for the Safety of Air Navigation (Eurocontrol) signed on December 13, 1960, as amended.

**"Event of Default"** means any of the events referred to in Article 24.2.

**"FAA"** means the Federal Aviation Administration of the U.S. Department of Transportation or any successor thereto under the Laws of the U.S. Where it is stated in this Lease that a repair station or a repair, overhaul or maintenance facility will be an "FAA-approved" station or facility, such station or facility must be approved by the FAA to perform maintenance and repair work on the Aircraft, an Engine or Part, as applicable.

**"FAR"** means the U.S. Federal Aviation Regulations embodied in Title 14 of the U.S. Code of Federal Regulations, as amended from time to time, or any successor regulations thereto.

**"Finance Document"** means any loan agreement, credit agreement, conditional sale agreement, headlease, participation agreement, mortgage, security agreement, indenture, lease

assignment or any other similar agreement entered into by LESSOR, Owner or Beneficial Owner or any of their respective Affiliates with any Finance Party in connection with the financing or refinancing of the Aircraft.

**"Finance Parties"** means (a) any Person which has provided financing (whether by way of superior lease, loan or otherwise) to LESSOR, Owner, Beneficial Owner or any of their respective Affiliates pursuant to any Finance Document, (b) any Person which holds a Security Interest in the Aircraft or LESSOR's right, title and interest in any Operative Document to secure the obligations of LESSOR, Owner, Beneficial Owner or any of their respective Affiliates pursuant to any Finance Document and (c) any agent, loan agent, arranger, trustee, security trustee, collateral trustee or similar Person acting pursuant to any Finance Document (in the case of each of the subparts above, as notified to LESSEE by LESSOR in writing from time to time), and the respective transferees, successors and assigns of any of the foregoing, and the expression **"Finance Party"** means any of the foregoing individually.

**"Financial Conduct Laws"** means all applicable anti-money laundering Laws and all applicable anticorruption Laws.

**"Financial Indebtedness"** means any indebtedness in respect of (a) moneys borrowed or raised, (b) any liability under any debenture, guaranty, bond, note, loan stock, acceptance, documentary credit or other security, (c) the acquisition cost of any asset to the extent payable before or after the time of acquisition or possession (not being indebtedness in respect of the purchase of goods or services in the ordinary course of trading, payment of which is deferred for a period of not greater than 30 days) or (d) any guarantee, indemnity, or similar assurance against financial loss of any Person in respect of the foregoing.

**"Flight Hour"** means each hour or fraction thereof elapsing from the moment at which the wheels of the Aircraft, or in the case of any Part or Engine temporarily installed on another aircraft, the wheels of that other aircraft, leave the ground on the take-off of the Aircraft or such other aircraft until the wheels of the Aircraft or such other aircraft touch the ground on the landing of such Aircraft or such other aircraft following such flight.

**"Government Entity"** means any (a) national, state, provincial, municipal or local government, (b) board, commission, authority, department, division, instrumentality, court, agency or political subdivision thereof or (c) association, organization or institution of which any of the entities listed in (a) or (b) is a member or to whose jurisdiction any such entity is subject.

**"Gross Negligence"** means any intentional or conscious action or decision or failure to act done or made with reckless disregard for the consequences of such action or decision or failure to act.

**"Habitual Base"** means Mexico or, subject to the prior written consent of LESSOR in its absolute discretion, any other country or countries not being a Prohibited Country in which the

Aircraft is for the time being habitually based (being the location at which the Aircraft most often arrives, departs or overnights over a period of time equating to the Aircraft's operational cycle).

**"IDERA"** means an irrevocable de-registration and export request authorization in the form prescribed by the Cape Town Convention.

**"Initial Notices"** means the initial notices, in the form required under the Engine Warranties Agreements, identifying LESSEE as "Initial Entitled Party" thereunder, entered into or to be entered into by LESSOR and LESSEE.

**"International Registry"** means the international registration facilities established for the purposes of the Cape Town Convention.

**"Landing Gear"** means the landing gear assemblies (and their constituent subassemblies and Parts) of the Aircraft.

**"Law"** means any (a) law, statute, decree, constitution, regulation, judgment, injunction, order or directive of any Government Entity, (b) treaty, pact, compact or other agreement to which any Government Entity is a signatory or party, (c) judicial or administrative interpretation or application of any of the foregoing or (d) any binding judicial precedent having the force of law.

**"LESSOR's Lien"** means (a) any Security Interest from time to time created by or arising through LESSOR, Owner or Beneficial Owner in favor of any Finance Party, (b) any other Security Interest in respect of the Aircraft that results from acts of or claims against LESSOR, Owner or Beneficial Owner not related to or arising out of the transactions contemplated by or permitted under this Lease and (c) any Security Interest in respect of the Aircraft for Taxes for which LESSEE is not required to indemnify any Person in accordance with this Lease or any other Operative Document.

**"Maintenance Performer"** means an EASA Part 145 or FAR 145 approved maintenance, overhaul, repair and modification facility approved for the type of maintenance required on aircraft or engines or parts of the same type as the Aircraft, Engines or Parts, or such other Person approved in advance in writing by LESSOR.

**"Maintenance Program"** means LESSEE's maintenance program as approved by the Aviation Authority and which conforms at a minimum to the MPD and the MRB Report or such other maintenance program as LESSOR and LESSEE may agree upon in writing.

**"Manufacturer"** means The Boeing Company or its successor in title.

**"Modification"** means any modification, alteration or addition to or removal from the Aircraft, regardless of cost.

**"Module Performance Restoration"** means, with respect to a module within the Engine, the accomplishment on such module, at a minimum, of a performance level workscope per the Engine Manufacturer's then-current generic Leap Workscope Planning Guide recommendations.

**"MPD"** means the then current Maintenance Planning Document published by Manufacturer and applicable to the Aircraft. With respect to the Flight Hour/Cycle/calendar time limitation of Parts and inspections, references to the MPD mean the most restrictive limitation set forth therein.

**"MRB Report"** means the latest revision of the Maintenance Review Board document published by Manufacturer.

**"Non-consensual Right or Interest"** has the meaning given to such term in the Cape Town Convention.

**"Operative Documents"** means this Lease, any side letters and amendments hereto, the Acceptance Certificate, the Sale and Purchase Agreement, the Purchase Agreement Assignment, the Airframe Warranties Agreement, the Engine Warranties Agreement, the Deregistration Power of Attorney, the IDERA (if applicable), any other agreements, certificates, notices, acknowledgments, consents or documents executed pursuant to this Lease or the Sale and Purchase Agreement and any other documentation in connection with LESSOR's acquisition of the Aircraft pursuant to the Sale and Purchase Agreement and the leasing of the Aircraft from LESSOR to LESSEE.

**"Other Agreements"** means and includes any other definitive and final agreements between (a) LESSEE and (i) LESSOR or (ii) any of LESSOR's Affiliates or (iii) any Trustee, (b) any of LESSEE's Affiliates and (i) LESSOR or (ii) any of LESSOR's Affiliates or (iii) any Trustee, or (c) LESSEE (or any of LESSEE's Affiliates) and any other Person where an aircraft is the subject of such agreement and such aircraft is managed by a Servicer. For the purposes of this definition only, where a Person described herein is either acting as a trustee or is the beneficiary of a trust, the reference to such Person will be deemed to include both the trustee and the beneficiary of the trust and any reference to "Trustee" means a Person acting as trustee (or in a fiduciary capacity) for LESSOR or any of LESSOR's Affiliates.

**"Overhaul"** means the full reconditioning of the Aircraft, an Engine, the APU, Landing Gear, module or Part, as the case may be, in which such equipment has been fully disassembled, cleaned, thoroughly inspected and returned to the highest standard specified by the applicable manufacturer's manual.

**"Owner"** means WILMINGTON TRUST SP SERVICES (DUBLIN) LIMITED, not in its individual capacity, but solely as Trustee pursuant to the Declaration of Trust (Aircraft 73B-0116[\_\_\_]X (Ireland) Trust), or such other Person which, from time to time, LESSOR may notify LESSEE in writing as being the owner of the Aircraft for the time being.

**"Part"** means any part, component, appliance, system, module, engine module, accessory, material, instrument, communications equipment, furnishing, LESSEE furnished or LESSOR purchased equipment or other item of equipment (other than complete Engines or engines or the APU) for the time being installed in or attached to the Airframe, any Engine or the APU or which, having been removed from the Airframe, any Engine or the APU, remains the property of Owner.

**"Permitted Lien"** means (a) this Lease and any sublease entered into in accordance with the provisions of this Lease or any other Operative Document, (b) LESSOR's Liens, (c) Security Interests arising in the ordinary course of LESSEE's business for Taxes either not yet assessed or, if assessed, not yet due or being contested in good faith by appropriate proceedings (and for which adequate reserves have been made or, when required in order to pursue such proceedings, an adequate bond has been provided) so long as such proceedings do not involve any risk of sale, forfeiture, seizure, detention or loss of the Aircraft or any Engine or any part thereof or of imposition of any civil or criminal liability or penalty upon LESSOR or any other Relevant Party, and (d) materialmen's, mechanics', workmen's, repairmen's or employees' liens arising by operation of Law after the Delivery Date in the ordinary course of LESSEE's business for amounts which are either not yet due or which are being contested in good faith by appropriate proceedings (and for which adequate reserves have been made or, when required in order to pursue such proceedings, an adequate bond has been provided) so long as such proceedings do not involve any risk of sale, forfeiture, seizure, detention or loss of the Aircraft or any Engine or any part thereof or of imposition of any civil or criminal liability or penalty upon LESSOR or any other Relevant Party.

**"Person"** means any individual, firm, partnership, joint venture, trust, corporation, company, Government Entity, committee, department, authority or any body, incorporated or unincorporated, whether having distinct legal personality or not.

**"Prohibited Country"** means any state, country or jurisdiction (a) for which the export or operation of the Aircraft to or from, is prohibited by any Trade Laws or (b) in which LESSOR, LESSEE, Owner or Beneficial Owner is generally prohibited from engaging in transactions under, or for which any such action would cause LESSOR, LESSEE, Owner or Beneficial Owner to be in violation of, any Trade Laws.

**"Prohibited Person"** means any Person (a) with whom LESSOR, LESSEE, Owner or Beneficial Owner or a citizen of the U.S. is prohibited from or restricted in engaging in transactions with or exporting goods or services to under any Trade Laws, (b) who is a citizen or resident of, or organized under the laws of or domiciled in, a Prohibited Country, (c) who is designated on any sanctions list under any Trade Laws, including any designation of terrorists, narcotics traffickers, proliferators of weapons of mass destruction or other lists of barred or restricted Persons or (d) is "owned or controlled" (as such term is defined under any Trade Laws) by a Person meeting any of the criteria set forth above.



**"Prospective International Interest"** has the meaning given to such term in the Cape Town Convention.

**"Prospective Sale"** has the meaning given to such term in the Cape Town Convention.

**"Protocol"** means the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment which was adopted on November 16, 2001 at a diplomatic conference held in Cape Town, South Africa, as it may be amended from time to time.

**"Purchase Agreement Assignment"** means the purchase agreement assignment to be entered into between LESSEE, as assignor, and LESSOR, as assignee, in respect of the Boeing Purchase Agreement.

**"Qualified Performance Restoration"** means the accomplishment on the engine, at a minimum, of the engine performance restoration shop visit per the Engine Manufacturer's then-current generic Leap Workslope Planning Guide.

**"Relevant Parties"** means LESSOR, Owner, Beneficial Owner, each Servicer, each Finance Party, and any other Person which, from time to time, LESSOR notifies LESSEE as having (or having had) any right, title or interest in or to the Aircraft or any Operative Document (excluding any prior operator of the Aircraft), and the expression **"Relevant Party"** means any of the foregoing individually.

**"Rent"** means Base Rent and all Supplemental Payments, collectively.

**"Return Acceptance Receipt"** means the Return Acceptance Receipt as executed and delivered by LESSOR upon return of the Aircraft pursuant to Article 22.18 in the form of EXHIBIT J.

**"Return Check"** means the accomplishment of all tasks which are necessary pursuant to the MPD in effect on the date which is [REDACTED] prior to the Termination Date to clear the Airframe for [REDACTED] of operation from the Termination Date (including all non-routine work generated as a result of performance of such MPD tasks). If pursuant to such MPD, the performance interval for a task is shorter than every [REDACTED] of operation, the such task (and any non-routine work generated thereby) will also be performed. For avoidance of doubt, if interval for a particular task pursuant to the MPD only refers to one or two of the three measurements listed above (i.e., months, Flight Hours, or Cycles), then only those particular measurements referred to in the MPD will be used in determining whether such task must be performed.

**"Sale and Purchase Agreement"** means the sale and purchase agreement dated the date hereof and entered into between LESSEE as seller and Beneficial Owner as purchaser in respect of, *inter alia*, the Aircraft.

**"Security Interest"** means any encumbrance or security interest, however and wherever created or arising including (without prejudice to the generality of the foregoing) any right of ownership, security, mortgage, assignment by way of security, pledge, charge, encumbrance, lease, lien, International Interest, Non-consensual Right or Interest, statutory or other right in rem, hypothecation, title retention, attachment, levy, claim or right of possession, seizure, detention or other agreement or arrangement having the effect of creating a security interest, or if registered, any Prospective International Interest or Prospective Sale.

**"Serviceable Tag"** means, (i) with respect to an Engine, a release to service certificate (FAA form 8130-3 or EASA Form 1) with dual maintenance release for both EASA and FAA; and (ii) with respect to a Part, a release to service certificate (FAA form 8130-3 or EASA Form 1).

**"Servicers"** means each of (a) AerCap Ireland Limited, (b) International Lease Finance Corporation, (c) AerCap Holdings N.V., and (d) any other Person which, from time to time, acts as a servicer, subservicer or manager on behalf of LESSOR for matters relating to this Lease, any other Operative Document and/or the Aircraft, and their respective delegates, transferees, successors and assignees.

**"SRM"** means the Manufacturer's structural repair manual.

**"State of Registration"** means Mexico or such other country or state of registration of the Aircraft as LESSOR may, in its absolute discretion, approve in writing.

**"Subsidiary"** means (a) with reference to any Person in relation to any reference to accounts, any Person whose accounts are consolidated with the accounts of such Person in accordance with generally accepted accounting principles and (b) for any other purpose a Person from time to time (i) of which another Person has direct or indirect control (as the term "control" is defined in the definition of "Affiliate") or owns directly or indirectly more than 50 per cent of the voting share capital, or (ii) which is a direct or indirect subsidiary of another Person under the laws of the jurisdiction of such Person's formation.

**"Supplemental Payment"** means any and all amounts, liabilities and obligations (other than Base Rent) which LESSEE is required to pay to LESSOR or any Indemnitee or Tax Indemnitee under this Lease or any other Operative Document, including Default Interest, any amounts in respect of the Agreed Value and any payment in respect of indemnity required hereunder or under any other Operative Document.

**"Tax Affiliate"** means, in the case of any Person that is fiscally transparent in relation to any Tax, each other Person that holds an ownership interest in that fiscally transparent Person (as a partner, member, beneficiary or otherwise), either directly or indirectly through one or more other fiscally transparent Persons. For the purpose of this definition, a Person is "fiscally transparent" in relation to a Tax if the Tax is calculated by reference to any receipts, revenue, income, gain, profit, asset or other attribute of the fiscally transparent Person (or any other fiscally transparent Person in which such Person holds a direct or indirect ownership interest) but is imposed on the holders of ownership interests in such Person by reference to their relative ownership interests in such Person.

**"Tax Indemnitees"** means LESSOR, Owner, Beneficial Owner, each Servicer, the Finance Parties and the respective Tax Affiliates, directors, officers, employees and managers of the foregoing Persons.

**"Technical Evaluation Report"** means a written report regarding the Engines, APU and Parts and the technical status and condition of the Aircraft substantially in form and substance set forth in Exhibit M.

**"Technical Return Acceptance Certificate"** means the Technical Return Acceptance Certificate as executed and delivered by LESSOR upon completion of the technical acceptable of the Aircraft at the Technical Return Location pursuant to Article 22.4 in the form of Exhibit 27.23EXHIBIT G.

**"Thrust Reverser"** means each of the thrust reversers installed on each of the Engines.

**"Trade Laws"** means all economic sanctions and anti-terrorism Laws, including (a) any United Nations Security Council Resolutions imposing sanctions, (b) any sanctions or restrictive measures imposed by European Union Council decision or regulation and (c) United States export control and economic sanctions Laws.

**"UCC"** means the Uniform Commercial Code as in effect from time to time in the State of New York.

**"U.S." or "U.S.A."** means the United States of America.

**Other Definitions.** The following terms are defined in the Articles referenced below:

<b>Terms</b>	<b>Article/Schedule</b>
Agreed Value	Schedule I
Base Rent	Schedule I
Damage Proceeds Threshold	Schedule I
Default Interest	5.6
Default Interest Rate	Schedule I

Delivery Location	3.1
DER Repair	12.2.2
Expenses	16.1
Expiration Date	4.4
Extension Lease Term	4.2
Governing Law	26.1
Indemnities	16.1
Initial Lease Term	4.1
Insurances	17.1
Lease Term	4.1
LESSEE AD Compliance Period	22.9.14
LESSEE's Bank	5.5
LESSOR's Bank	5.5
Maximum Deductible Amount	Schedule I
Minimum Liability Coverage	Schedule I
Net Total Loss Proceeds	18.1
OEM Parts	12.2.2
PMA Part	12.2.2
[REDACTED]	<b>Error! Reference source not found.</b>
Renewal Notice	4.2
Return Location	22.4
Scheduled Delivery Date	3.2
Scheduled Delivery Month	3.2
Security Deposit	Schedule I
Substitute APU	22.12
Substitute Engine	12.14
Taxes	15.1
Technical Return Location	22.4
Termination Date	4.4
Thrust Reverser Half	22.11.11
Thrust Reverser Overhaul	22.11.11
Total Loss	18.1
Total Loss Date	18.1
Total Loss Proceeds	18.1
Transferee	23.2.1

## 2.2 Construction and Interpretation

**2.2.1** References to (or to any specified provision of) this Lease or any other document will be construed as references to this Lease, that provision or that document as in force for the time being and as amended, modified or supplemented in accordance with the

terms hereof or thereof, or as the case may be, with the agreement of the applicable parties and (where such consent is, by the terms of this Lease or the relevant document required to be obtained as a condition to such amendment being permitted) the prior written consent of LESSOR;

**2.2.2** References to any Law, or to any specified provision of any Law, is a reference to such Law or provision as amended, substituted or re-enacted; and

**2.2.3** References to LESSOR, Owner, Beneficial Owner, LESSEE or any of the Relevant Parties will be construed as including each of its/their respective successors in title, permitted assignees and transferees.

### **ARTICLE 3 PLACE AND DATE OF DELIVERY**

**3.1 Place of Delivery.** LESSOR will deliver the Aircraft to LESSEE at Manufacturer's facility at Everett, Washington or Charleston, South Carolina or such other place as may be agreed in writing between the parties (the "**Delivery Location**").

**3.2 Scheduled Delivery Date.** As of the date of this Lease, delivery of the Aircraft from Manufacturer to LESSOR and LESSOR to LESSEE is scheduled to occur on or about [\_\_\_\_\_] [2021/2022] (the "**Scheduled Delivery Month**"). LESSEE shall nominate a date in the Scheduled Delivery Month for delivery of the Aircraft by giving LESSOR no less than [REDACTED] prior written notice (the "**Scheduled Delivery Date**"). In any case, LESSEE will notify LESSOR at least [REDACTED] prior to the actual delivery date following confirmation of such date by Manufacturer.

**3.3 Delivery to LESSEE upon Title Transfer to LESSOR.** LESSEE shall not be entitled for any reason whatsoever to refuse to accept delivery of the Aircraft or any part thereof under this Lease once LESSOR has accepted title to the Aircraft pursuant to the Sale and Purchase Agreement.

**3.4 No LESSOR or Relevant Party Liability.** Neither LESSOR nor any other Relevant Party will be liable for any loss or expense arising from any delay or failure in Delivery to LESSEE except that LESSOR will be liable for any loss or expense to the extent that such delay or failure arises solely and directly as a consequence of the Gross Negligence of LESSOR or any Servicer, and in no event will LESSOR be liable for any delay or failure which is caused by any breach or delay on the part of Manufacturer or any other Person (other than any Servicer).

**3.5 Total Loss of Aircraft Prior to Delivery.** If a Total Loss of the Aircraft occurs prior to Delivery, neither party will have any further liability to the other except that LESSOR will pay promptly to LESSEE an amount equal to the amount of the Security Deposit then held by LESSOR in accordance with Article 5.1.4 and any prepaid Base Rent.

#### **ARTICLE 4 LEASE TERM**

**4.1 Lease Term.** The term of leasing of the Aircraft will commence on the Delivery Date and continue for a lease term of 144 months (the "**Initial Lease Term**").

**4.2 Lease Extension Option.** So long as no Event of Default has occurred and is continuing under the Lease on the date of exercise of an option or on the commencement date of the extension lease term with respect to such option, LESSEE will have one option to extend the term of leasing of the Aircraft for a period of [REDACTED] (such period, the "**Extension Lease Term**"). LESSEE may exercise this option by providing LESSOR with written notice of its election [REDACTED] no less than [REDACTED] prior to the then-current Expiration Date (the "**Renewal Notice**"). Such Renewal Notice, when given, will be irrevocable.

**4.3 "Lease Term" and "Expiration Date".** "**Lease Term**" means the term of leasing of the Aircraft commencing on the Delivery Date and terminating on the Expiration Date. "**Expiration Date**" means the date on which LESSEE is required to return the Aircraft to LESSOR in the condition required by Article 23 on the last day of the Initial Lease Term or Extension Lease Term, if and as applicable.

**4.4 "Termination Date".** If LESSEE returns the Aircraft to LESSOR on the Expiration Date in the condition required by Article 22, then "**Termination Date**" has the same meaning as "Expiration Date". If LESSEE does not do so, then "**Termination Date**" means the date on which the first of the following events occurs:

- 4.4.1** there is a Total Loss of the Aircraft prior to Delivery pursuant to Article 3.5;
- 4.4.2** cancellation of this Lease occurs pursuant to the Sale and Purchase Agreement;
- 4.4.3** there is a Total Loss of the Aircraft and payment in respect thereof is made in accordance with Article 18.3;
- 4.4.4** LESSOR repossesses the Aircraft or otherwise terminates the leasing of the Aircraft under this Lease and recovers possession and control of the Aircraft following an Event of Default; or
- 4.4.5** LESSEE returns the Aircraft in the condition required by Article 22 after the Expiration Date.

**4.5 Survival.** All representations and warranties of LESSEE set forth in this Lease and in each other Operative Document will survive the execution of this Lease and Delivery. All indemnity and other obligations of LESSEE under this Lease and each other Operative Document which arise or are attributable to circumstances occurring prior to the return of the Aircraft to

Aerovías de México, S.A. de C.V.  
One Boeing 737-[8/9] MSN [\_\_\_\_]  
Scheduled Delivery: On or about [\_\_\_\_] [2021/2022]

LESSOR or which by the express terms hereof or thereof are deemed to survive the Termination Date will survive the Termination Date and continue in full force and effect, notwithstanding any breach by LESSOR or LESSEE of the terms of this Lease, the expiration or termination of this Lease, the termination of the leasing of the Aircraft to LESSEE under this Lease or the cancellation or repudiation by LESSOR or LESSEE of this Lease.



## **ARTICLE 5 RENT AND OTHER PAYMENTS**

### **5.1 Security Deposit.**

**5.1.1** LESSEE will pay LESSOR the Security Deposit as security for its lease of the Aircraft in accordance with Schedule I.

**5.1.2** Upon payment by LESSEE, the Security Deposit will irrevocably and unconditionally become the property of LESSOR and may be commingled with the general funds of LESSOR or any Affiliate of LESSOR and any interest earned on such Security Deposit will be for LESSOR's account. LESSOR will not hold (or be deemed to hold) any such funds for the benefit of or in any capacity for LESSEE, including as agent or on trust for LESSEE or otherwise. If the Security Deposit is reduced below the required amount by application to meet LESSEE's unperformed obligations under this Lease or any other Operative Document or any Other Agreement, LESSEE will replenish the Security Deposit within [REDACTED] after LESSOR's demand therefor. To the extent that LESSEE is deemed to retain any right, title or interest in or to the Security Deposit, LESSEE hereby grants a security interest in and first fixed charge and pledge of all of its right, title and interest in and to the Security Deposit, any right to repayment thereof by LESSOR and the proceeds thereof to LESSOR, on behalf of LESSOR and its Affiliates, as security for LESSEE's obligations under this Lease the other Operative Documents and all Other Agreements and may be applied by LESSOR upon the occurrence of a Default or Event of Default hereunder or of a default by LESSEE under any Other Agreements.

**5.1.3** LESSEE acknowledges and agrees that it is not located in the State of New York within the meaning of Section 7-101 1-c. (b) of the New York General Obligations Law and, therefore, the requirements of Section 7-101 of the New York General Obligations Law to the effect that LESSOR hold the Deposit in a separate interest bearing account do not apply.

**5.1.4** Promptly (but in no event more than [REDACTED]) after the Termination Date, provided (a) no Event of Default has occurred and is continuing and (b) no default by LESSEE exists under any Other Agreement, then LESSOR will pay to LESSEE an amount equal to the amount of the Security Deposit then held by LESSOR as cash, without interest, less an amount determined by LESSOR to be a reasonable estimate of the costs, if any, which LESSOR will incur to remedy any unperformed obligations of LESSEE under this Lease, including the correction of any discrepancies from the required condition of the Aircraft on return of the Aircraft. In the alternative, where no such Event of Default or default has occurred and is continuing, LESSOR may apply an amount equal to the Security Deposit then held by LESSOR in cash, without interest, as an offset to LESSEE's obligation to pay compensation to LESSOR pursuant to Article 22.2 instead of paying such amount to LESSEE as cash.

### **5.2 [REDACTED]**

### 5.3 Base Rent.

**5.3.1** LESSEE will pay LESSOR Base Rent for the Aircraft in accordance with Schedule I.

**5.3.2** The first payment of Base Rent during the Lease Term will be paid no later than [REDACTED] the Scheduled Delivery Date. Where the Scheduled Delivery Date falls on a day other than the first calendar day of the month, such payment will be pro-rated to reflect the number of days from and including the Scheduled Delivery Date and the last day of such calendar month. Each subsequent payment of Base Rent will be due monthly thereafter no later than the first calendar day of each month except that, if such day is not a Business Day, Base Rent will be due on the immediately [REDACTED] Business Day. Any pro rata amount of Base Rent payable hereunder will be prorated based on the actual number of days in the applicable Lease Term. LESSEE hereby acknowledges and agrees that Base Rent will be payable in respect of each of the Delivery Date and the Termination Date.

### 5.4 [REDACTED]

**5.5** LESSOR's and LESSEE's Bank Account Information. The Security Deposit, Rent and any other payment due under this Lease will be paid by wire transfer of immediately available U.S. Dollar funds to LESSOR's bank account at:

[REDACTED]

or to such other bank account as LESSOR may from time to time designate by written notice ("**LESSOR's Bank**"). When it is stated in this Lease that an installment of the Security Deposit, Base Rent or any other payment is due or must be paid or made by LESSEE by a specific date, then such payment actually must be received by LESSOR's Bank on or before such specific date, even if, in order for such payment to be received by LESSOR's Bank by such specific date, LESSEE must initiate the wire transfer prior to such specific date.

Any payment due by LESSOR to LESSEE under this Lease, will be paid by wire transfer of immediately available U.S. Dollar funds to LESSEE's bank account at:

[REDACTED]

or to such other bank account as LESSEE may from time to time designate by written notice ("**LESSEE's Bank**").

**5.6** Default Interest. If LESSEE fails to pay any amount payable under the Operative Documents when due, LESSEE will pay to LESSOR, as a Supplemental Payment (by way of liquidated damages as compensation for loss and increased risk and not as a penalty), interest calculated at the Default Interest Rate on that amount, until and including the date of

payment in full by LESSEE to LESSOR based upon actual days elapsed in an assumed year of 360 days and twelve months of 30 days each ("**Default Interest**"). Default Interest will accrue at the Default Interest Rate (as set forth on Schedule I) on a day-to-day basis and will be compounded monthly at the end of each calendar month. Default Interest will accrue (a) in respect of amounts payable by way of indemnity in respect of Expenses, Taxes or other amounts, from the date of demand or, if earlier, the date on which such Expenses, Taxes or other amounts arise, (b) in respect of damages arising due to the occurrence of an Event of Default from the date of demand or, if earlier, the date on which the loss to which such damages arise, and (c) in respect of all other amounts, from the applicable due date.

**5.7 No Deductions or Withholdings.** All amounts payable by LESSEE under this Lease or any other Operative Document (including Security Deposit installments and Base Rent) will be paid in full without any set-off, counterclaim, deduction or withholding of or in respect of any Tax, wire transfer fee or other charge of any nature unless LESSEE is prohibited by Law from doing so, in which event LESSEE will, with respect to each affected payment:

**5.7.1** Pay, on an after-Tax basis in accordance with Article 15.3, such additional amount as is necessary so that LESSOR receives, after such deduction or withholding (including any deduction or withholding with respect to such additional amount), an amount equal to the amount that LESSOR would have received if such deduction or withholding had not been made or required;

**5.7.2** Ensure that the deduction or withholding does not exceed the minimum amount legally required;

**5.7.3** Pay to the relevant Government Entity within the period for payment permitted by applicable Law the full amount of the deduction or withholding (including the full amount of any deduction or withholding from any additional amount paid pursuant hereto); and

**5.7.4** Furnish to LESSOR within 30 days after the date of such affected payment an official receipt of the relevant Government Entities for all amounts so deducted or withheld or, where an official receipt is not reasonably available, other evidence of such payments reasonably satisfactory to LESSOR.

**5.8 Value Added Taxes.** All Base Rent and other amounts payable by LESSEE under this Lease and the other Operative Documents are exclusive of any sales tax, value added tax, turnover tax, goods and services tax or any similar imposition or levy.

**5.9 Wire Transfer Disbursement Report.** At the time any payment is made hereunder, LESSEE will advise LESSOR in writing of the payment being made by LESSEE and the allocation of such payment to the Security Deposit, Base Rent, Supplemental Payments, Default Interest and any other amounts then payable by LESSEE. Notwithstanding the allocation

set forth in LESSEE's report, if a Default or Event of Default has occurred and is continuing, LESSOR will have complete discretion to allocate LESSEE's payments as LESSOR determines.

## **5.10 Net Lease.**

**5.10.1** This Lease is a net lease and LESSEE's obligations to pay Base Rent and make other payments and to perform its other obligations in accordance with this Lease and the other Operative Documents will be absolute and unconditional under any and all circumstances and regardless of other events, including the following:

- (a) any right of set off, counterclaim, recoupment, defense or other right (including any right of reimbursement) which LESSEE may have against LESSOR, any Affiliate of LESSOR, any Servicer or any Affiliate of such Servicer, Manufacturer, Engine Manufacturer, any Relevant Party or any other Person for any reason whatsoever, including any claim LESSEE may have for the foregoing;
- (b) unavailability or interruption in use of the Aircraft for any reason, including a requisition thereof or any prohibition or interference with or other restriction against LESSEE's use, operation or possession of the Aircraft (whether by Law or otherwise), any defect in title, airworthiness, merchantability, fitness for any purpose, condition, design, specification or operation of any kind or nature of the Aircraft, the ineligibility of the Aircraft for any particular use or trade or for registration under the Laws of any jurisdiction or Total Loss of the Aircraft;
- (c) insolvency, bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, liquidation, receivership, administration or similar proceedings by or against LESSOR, LESSEE, any Affiliate of LESSOR or LESSEE, any Servicer or any Affiliate of such Servicer, Manufacturer, Engine Manufacturer, any Relevant Party or any other Person;
- (d) invalidity or unenforceability or lack of due authorization of this Lease or other defect in this Lease;
- (e) failure or delay on the part of any party to perform its obligations under this Lease; or
- (f) any other circumstance which but for this provision would or might have the effect of terminating or in any other way affecting any obligation of LESSEE hereunder.

**5.10.2** LESSEE hereby waives, to the extent permitted by applicable Law, any and all rights which it may have or which at any time hereafter may be conferred upon LESSEE by statute or otherwise, to terminate, cancel, quit or surrender this Lease, except termination in

accordance with the express provisions hereof. Each Rent payment made by LESSEE will be final and LESSEE will not seek to recover all or any part of such payment from LESSOR for any reason whatsoever (except that LESSEE may seek to recover the amount of any inadvertent overpayment by LESSEE to the extent that LESSOR is not entitled to apply such overpayment pursuant to 28.4 or otherwise).

**5.10.3** Nothing in Article 5.10 will be construed to limit LESSEE's right to claim damages arising from LESSOR's breach of its covenant of quiet enjoyment set forth in Article 20.2.

**5.11** **Currency Indemnity.** If under any applicable Law, whether as a result of a judgment against LESSEE or the liquidation of LESSEE or for any other reason, any payment hereunder or under any other Operative Document is required to be made or recovered in a currency other than Dollars then, to the extent that the payment (when converted into Dollars at the "rate of exchange" on the date of payment or, in the case of a liquidation, the latest date for the determination of liabilities permitted by the applicable Law) falls short of the amount payable under this Lease or such other Operative Document, LESSEE will as a separate and independent obligation, fully indemnify LESSOR against the amount of the shortfall. If the amount received by LESSOR upon converting the payment into Dollars exceeds the amount payable under this Lease or such other Operative Document, LESSOR will remit such excess to LESSEE. For the purposes of this paragraph "rate of exchange" means the rate at which LESSOR is able on the relevant date to purchase Dollars in New York or London (at LESSOR's option) with such other currency.

**5.12** **LESSOR Performance of LESSEE Obligation.** If LESSEE fails to make any payment under this Lease to a third party in connection with the Aircraft or fails to perform any other obligation required under this Lease, LESSOR may (but is not required to) at its election and without waiver of its rights perform such obligation and/or pay such amount. Within five Business Days after written notice to LESSEE of the amount paid by LESSOR on behalf of LESSEE, LESSEE will repay such amount to LESSOR together with Default Interest. Such payment to LESSOR will constitute a Supplemental Payment payable by LESSEE to LESSOR hereunder. Any payment, performance or compliance by LESSOR of a LESSEE obligation hereunder will not affect the occurrence or continuance of a Default or Event of Default, as the case may be.

**5.13** **Consideration for Rent and Other Amounts.** The amount of the Rent and other payments contained in this Lease are in consideration of LESSEE's waiver of warranties and acceptance of the disclaimers and LESSEE's provision of indemnities set forth in Article 8 and 15.1, respectively, and the other provisions of this Lease.

**5.14** **Invoicing by LESSOR.** Subject to and without limiting Article 5.10, LESSOR will invoice LESSEE for any amount other than Base Rent due to be paid by LESSEE to LESSOR under the Lease or another Operative Document as and when such amount comes

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due or where LESSOR intends to set off any amount from the Security Deposit pursuant to Article 5.1, but LESSOR's provision of such invoice is not a condition to LESSEE's obligation to pay any amount due or LESSOR's right to make such a setoff.

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**ARTICLE 6     INTENTIONALLY OMITTED**

## **ARTICLE 7 POST-DELIVERY REQUIREMENTS**

### **7.1 Post-Delivery Requirements.**

**7.1.1** Within [REDACTED] after Delivery (it being understood that such [REDACTED] period shall be automatically extended to account for delays in completing such filings solely as a result of the Coronavirus pandemic, provided that LESSEE is taking commercially reasonable efforts to complete such filings), if not previously provided or accomplished, LESSEE will do each of the following:

- (a) provide LESSOR with the Deregistration Power of Attorney duly notarized in the form of Exhibit F (in both English and Spanish) duly executed by LESSEE and in compliance with the requirements of Mexican Law;
- (b) provide evidence to LESSOR, of the Mexican registration marks corresponding to the Aircraft, including but not limited to providing LESSOR with a copy of the Oficio de Asignación de Matrícula Definitiva issued by the registry of the Aviation Authority;
- (c) provide LESSOR with documents evidencing that all applicable customs requirements have been satisfied and that LESSEE has obtained any necessary licenses for the importation under the temporary import regime permitted by Article 106 (V)(b) of the Customs Law (Ley Aduanera) and ferrying of the Aircraft into Mexico and that all applicable customs duties, import taxes, and sales taxes in respect of the Aircraft have been discharged by LESSEE (or arrangements reasonably satisfactory to LESSOR have been made for obtaining, complying, or paying for the same), such that no additional fees, duties or taxes are anticipated to be payable in order to export the Aircraft from the State of Registration at return of the Aircraft to LESSOR;
- (d) obtain and provide to LESSOR copy of the form containing the AEP Code(s) required in respect to the Aircraft issued by the registry of the Aviation Authority to enable the professional user entity designated by LESSOR to conduct the registration of the applicable International Interests at the International Registry; and
- (e) if not completed at Delivery, take any steps then reasonably requested by LESSOR to register, protect and perfect the respective interests of LESSOR and any other Relevant Party in the Aircraft and the Operative Documents in accordance with Article 13.2 including but not limited the filing of this Lease and the Bill of Sale, with the Mexican Aeronautic Registry, and provide evidence of



same to LESSOR, it being understood that LESSOR will, at LESSEE's expense, cooperate reasonably with LESSEE to take these steps, including but not limited to providing any documentation required from LESSOR by the Aviation authority or applicable Law; and

(f) provide to LESSOR with copies of all Aviation Documents not previously delivered, if any.

**7.1.2** No later than [REDACTED] days after Delivery, evidence of issuance by the Aviation Authority of the Certificate of Airworthiness and no later than [REDACTED] from but not including the Delivery Date, provide evidence that LESSEE has received authorization from the Aviation Authority to incorporate the Aircraft into its fleet, which evidence shall include, but not be limited to, a copy of LESSEE's air operator's certificate and/or LESSEE's Air Transport Permit, duly annotated to reflect the inclusion of the Aircraft and to a copy of the approval issued by the Director of Air Transport of the Aviation Authority for the commencement of operations of the Aircraft.

**7.1.3** No later than [REDACTED] from the Delivery Date, LESSEE will provide LESSOR a copy of the Certificate of Registration of the Aircraft issued by the Mexican Aeronautic Registry and such permanent Certificate of Registration shall note the name of LESSOR as lessor and the Owner, as owner, the identifying details of the Lease and the Security Interests of the Finance Parties thereon.

## **ARTICLE 8      DISCLAIMERS AND WAIVERS**

THE DISCLAIMERS, WAIVERS, AND CONFIRMATIONS SET FORTH IN THIS ARTICLE 8 WILL APPLY AT ALL TIMES FROM AND AFTER THE DELIVERY DATE. THUS, FROM AND AFTER THE TIME OF LESSEE'S ACCEPTANCE OF THE AIRCRAFT AND EXECUTION AND DELIVERY OF THE ESTOPPEL AND ACCEPTANCE CERTIFICATE, AS BETWEEN LESSOR AND EACH OTHER RELEVANT PARTY, ON THE ONE HAND, AND LESSEE, ON THE OTHER HAND:

**8.1                      "As Is, Where Is".** SUBJECT TO AND WITHOUT LIMITING LESSOR'S REPRESENTATION AT ARTICLE 20.1.5, LESSEE AGREES THAT IT IS LEASING THE AIRCRAFT AND THAT THE AIRCRAFT IS DELIVERED "AS IS, WHERE IS". LESSEE UNCONDITIONALLY ACKNOWLEDGES AND AGREES THAT NEITHER LESSOR NOR ANY OTHER RELEVANT PARTY NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS OR REPRESENTATIVES HAVE MADE OR WILL BE DEEMED TO HAVE MADE ANY TERM, CONDITION, REPRESENTATION, WARRANTY OR COVENANT EXPRESS OR IMPLIED (WHETHER STATUTORY OR OTHERWISE) AS TO, AND LESSEE HEREBY WAIVES ANY EXPRESS OR IMPLIED WARRANTY OR COVENANT (WHETHER STATUTORY OR OTHERWISE) AS TO (a) THE CAPACITY, AGE, AIRWORTHINESS, VALUE, QUALITY, DURABILITY, CONFORMITY TO THE PROVISIONS OF THIS LEASE AND THE OTHER OPERATIVE DOCUMENTS, DESCRIPTION, CONDITION (WHETHER OF THE AIRCRAFT, ANY ENGINE, ANY PART THEREOF OR THE AIRCRAFT DOCUMENTATION), DESIGN, WORKMANSHIP, MATERIALS, MANUFACTURE, CONSTRUCTION, OPERATION, STATE, MERCHANTABILITY, PERFORMANCE, FITNESS FOR ANY PARTICULAR USE OR PURPOSE (INCLUDING THE ABILITY TO OPERATE OR REGISTER THE AIRCRAFT OR USE THE AIRCRAFT DOCUMENTATION IN ANY OR ALL JURISDICTIONS), SUITABILITY OF THE AIRCRAFT OR ANY PART THEREOF OR THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, KNOWN OR UNKNOWN, APPARENT OR CONCEALED, EXTERIOR OR INTERIOR, (b) THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS, (c) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE OR (d) ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE AIRCRAFT OR ANY PART THEREOF, ALL OF WHICH ARE HEREBY EXPRESSLY, UNCONDITIONALLY AND IRREVOCABLY EXCLUDED AND EXTINGUISHED.

**8.2                      Waiver of Warranty of Description.** LESSEE HEREBY AGREES THAT ITS ACCEPTANCE OF THE AIRCRAFT AT DELIVERY AND ITS EXECUTION AND DELIVERY OF THE ESTOPPEL AND ACCEPTANCE CERTIFICATE CONSTITUTE

LESSEE'S WAIVER OF ANY WARRANTY OF DESCRIPTION, EXPRESS OR IMPLIED, AND ANY CLAIMS LESSEE MAY HAVE AGAINST LESSOR OR ANY OTHER RELEVANT PARTY BASED UPON THE FAILURE OF THE AIRCRAFT TO CONFORM WITH SUCH DESCRIPTION. EVEN IF AT ANY TIME THE FAILURE OF THE AIRCRAFT TO CONFORM TO SUCH DESCRIPTION SUBSTANTIALLY IMPAIRS THE VALUE AND UTILITY OF THE AIRCRAFT AND EITHER (i) LESSEE ACCEPTED THE AIRCRAFT BASED ON A REASONABLE ASSUMPTION THAT THE NONCONFORMITY WOULD BE CURED AND IT WAS NOT SEASONABLY CURED OR (ii) LESSEE ACCEPTED THE AIRCRAFT WITHOUT DISCOVERING THE NONCONFORMITY BUT LESSEE'S ACCEPTANCE OF THE AIRCRAFT WAS REASONABLY INDUCED EITHER BY THE ASSURANCES OF LESSOR OR ANY OTHER RELEVANT PARTY OR BY THE DIFFICULTY OF DISCOVERING ANY DEFECT PRIOR TO ACCEPTANCE, LESSEE AGREES NOT TO LOOK TO LESSOR OR ANY OTHER RELEVANT PARTY FOR DAMAGES OR RELIEF ARISING OUT OF THE FAILURE OF THE AIRCRAFT TO CONFORM TO SUCH DESCRIPTION.

**8.3** **LESSEE Waiver and Disclaimer** TO THE EXTENT PERMITTED UNDER THE GOVERNING LAW LESSEE HEREBY WAIVES, AS BETWEEN ITSELF, ON THE ONE HAND, AND LESSOR AND EACH OTHER RELEVANT PARTY, ON THE OTHER HAND, AND AGREES NOT TO SEEK TO ESTABLISH OR ENFORCE, ANY RIGHTS OR REMEDIES, EXPRESS OR IMPLIED (WHETHER STATUTORY, IN CONTRACT OR TORT OR UNDER ANY STRICT LIABILITY OR OTHER THEORY), AGAINST LESSOR OR ANY OTHER RELEVANT PARTY OR THE AIRCRAFT RELATING TO ANY OF THE MATTERS MENTIONED IN ARTICLES 8.1 OR 8.2 OR THE CONDITION OF THE AIRCRAFT, REGARDLESS OF THE NEGLIGENCE, WHETHER ACTIVE OR PASSIVE OR OF ANY OTHER TYPE, OF LESSOR OR ANY OTHER RELEVANT PARTY.

**8.4** **Waiver of Certain Categories of Damages**. EACH OF LESSEE AND LESSOR AGREES THAT IT WILL NOT BE ENTITLED TO RECOVER FROM THE OTHER, AND HEREBY DISCLAIMS AND WAIVES ANY RIGHT THAT IT MAY OTHERWISE HAVE TO RECOVER FROM THE OTHER, REDUCED OR LOST PROFITS, REDUCED OR LOST REVENUE OR OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES AS A RESULT OF ANY BREACH OR ALLEGED BREACH BY THE OTHER OF ANY OF THE AGREEMENTS, REPRESENTATIONS OR WARRANTIES CONTAINED IN THIS LEASE OR ANY OTHER OPERATIVE DOCUMENT.

**8.5** **Conclusive Proof**. DELIVERY BY LESSEE TO LESSOR OF THE ESTOPPEL AND ACCEPTANCE CERTIFICATE WILL BE CONCLUSIVE PROOF AS BETWEEN LESSOR AND EACH OTHER RELEVANT PARTY, ON THE ONE HAND, AND LESSEE, ON THE OTHER HAND, THAT LESSEE'S TECHNICAL EXPERTS HAVE EXAMINED AND INVESTIGATED THE AIRCRAFT AND ENGINES AND (a) EACH IS AIRWORTHY AND IN GOOD WORKING ORDER AND REPAIR AND (b) THE AIRCRAFT

AND ENGINES AND THE AIRCRAFT DOCUMENTATION ARE WITHOUT DEFECT (WHETHER OR NOT DISCOVERABLE AT DELIVERY) AND IN EVERY WAY SATISFACTORY TO LESSEE AND IN SUITABLE CONDITION FOR DELIVERY TO AND ACCEPTANCE BY LESSEE.

**8.6** **No Liability to Repair or Replace.** Neither LESSOR nor any other Relevant Party will be liable for any expense in repairing or replacing any item of the Aircraft or be liable to supply another aircraft or any item in lieu of the Aircraft or any Part thereof if the same is lost, confiscated, damaged, destroyed or otherwise rendered unfit for use.

**8.7** **No Waiver.** Nothing in this Article 8 or elsewhere in this Lease will be deemed to be a waiver by LESSEE, LESSOR or any Relevant Party of any rights it may have against Manufacturer, Engine Manufacturer or any supplier or manufacturer of a Part.

**8.8** **Consideration for Disclaimers and Waivers.** LESSEE's waiver of warranties and acceptance of the disclaimers set forth in this Lease are made in consideration of (a) LESSEE's rights under the Sale and Purchase Agreement to inspect the Aircraft, (b) LESSOR's assignment to LESSEE of any existing and assignable warranties of Manufacturer and Engine Manufacturer, (c) the amount of Rent and other payments set forth in this Lease and (d) the consideration paid by LESSOR or Owner under the Sale and Purchase Agreement.

## **ARTICLE 9 MANUFACTURERS' AND VENDORS' WARRANTIES**

**9.1 Warranties.** At Delivery, LESSOR will assign or otherwise make available (or will cause Owner to assign or otherwise make available) to LESSEE for the duration of the Lease Term the benefit of all assignable warranties and indemnities given to LESSOR or Owner by Manufacturer and Engine Manufacturer relating to the Aircraft. Effective on the Delivery Date, all other assignable vendor warranties with respect to the Aircraft are hereby assigned by LESSOR to LESSEE. LESSEE will diligently and promptly pursue any valid claims it may have against Manufacturer, Engine Manufacturer and other vendors and repairers under such warranties with respect to the Aircraft and will promptly provide LESSOR with written notice of any warranty claim with a value greater than [REDACTED]. LESSEE will not do or permit anything to be done or omit to do anything that would or would be likely to prejudice any material right that LESSOR, Owner or any Finance Party may have against Manufacturer, Engine Manufacturer or the manufacturer of any Part or repairer under any agreement in respect of the Aircraft or any Part thereof.

**9.2 Warranties for Work Performed During Lease Term.** At the time LESSEE has work performed on the Aircraft, an Engine or any Part during the Lease Term, LESSEE will obtain the written agreement of Manufacturer, Engine Manufacturer and any other vendor or repair facility performing such work that the warranties received by LESSEE for such work are assignable to and extend to the benefit of Owner and any future owner and any subsequent operator of the Aircraft or Engine after the Termination Date.

**9.3 Work Performed by Lessee.** If LESSEE (whether directly or through an Affiliate) performs its own maintenance on the Aircraft (as permitted under this Lease), LESSEE will provide (or cause its Affiliate to provide) to Owner warranties and indemnities in respect of such maintenance that are substantially consistent with those warranties and indemnities customarily provided to a third party maintenance customer of LESSEE or such Affiliate. Such warranties and indemnities and all claims thereunder (whether or not perfected) together with all product support in respect of or related to the Aircraft then available to Owner will be assignable by Owner to the next lessee or operator. LESSEE will, at its own cost and expense, do all such things and execute such documents as may be required for this purpose (it being agreed that such obligations of LESSEE will survive the Termination Date). For avoidance of doubt, any warranties and indemnities provided by LESSEE (or an Affiliate) under this Article 9.3 will be in addition to, and not in lieu of, the indemnities provided by LESSEE under Article 16 of this Lease.

**9.4 Reassignment.** On the Termination Date, the benefit of any warranty assigned by LESSOR to LESSEE pursuant to Article 9.1 will be reassigned automatically to Owner. At LESSOR's election, LESSEE's rights under such warranties (including LESSEE's claims and rights to payment thereunder) will revert to LESSOR or Owner during any period in which an Event of Default is continuing (and during the continuation of such Event of Default LESSOR may recover from LESSEE any portion of the proceeds of any claim previously paid to LESSEE

to the extent that such claim relates to any defect in the Aircraft not fully and completely rectified by LESSEE). Similarly, any additional warranties received by LESSEE from Manufacturer, Engine Manufacturer and any other vendor or repair facility for work performed on the Aircraft, Engine or any Part during the Lease Term will be automatically assigned by LESSEE to Owner on the Termination Date. LESSEE at its own cost and expense will do all such things and execute such documents as may be required for these purposes, including providing assistance to LESSOR and Owner following the Termination Date in seeking and obtaining the benefits of such reassigned warranties to the extent that LESSOR and Owner are unable to directly invoke and obtain the benefit thereof (it being agreed that such obligation of LESSEE will survive the Termination Date).

**9.5** **BFE Warranties.** At any time following the occurrence of an Event of Default, LESSOR may require that LESSEE, and LESSEE shall, procure confirmation of the assignments of the BFE Warranties pursuant to the Sale and Purchase Agreement and LESSEE shall take all other actions that are necessary or advisable to confirm that such assignments are completed.

## **ARTICLE 10 OPERATION OF AIRCRAFT**

**10.1 Costs of Operation.** LESSEE will promptly pay and discharge all costs incurred in connection with or related to any Aircraft Activity during the Lease Term and until the Termination Date, including the costs of flight crews, cabin personnel, fuel, oil, lubricants, maintenance, insurance, storage, landing and navigation fees, airport charges, customs duties, passenger service charges and any and all other expenses of any kind or nature, directly or indirectly, in connection with or related to any Aircraft Activity. The obligations of LESSEE under this Article 10.1 will survive the Termination Date and continue in full force and effect, notwithstanding any breach by LESSOR or LESSEE of the terms of this Lease, the expiration or termination of this Lease, the termination of the leasing of the Aircraft to LESSEE under this Lease or the repudiation by LESSOR or LESSEE of this Lease.

**10.2 Compliance with Laws.** LESSEE will throughout the Lease Term and until the Termination Date maintain operational control of the Aircraft (except in the case of a sublease entered into in accordance with this Lease or any other Operative Document, in which case the applicable sublessee will maintain operational control of the Aircraft at all times during the term of the applicable sublease) and use (or cause any applicable sublessee to use) the Aircraft in accordance with the applicable Laws of the State of Registration and of any country, state, territory or municipality into or over which LESSEE (or any applicable sublessee) may operate. LESSEE will not operate, use or employ the Aircraft or allow, suffer or cause the Aircraft to be operated, used or employed (a) in any manner which is, or would cause LESSEE, LESSOR, Owner or Beneficial Owner to be, in violation of any Law applicable to LESSEE, LESSOR, Owner, Beneficial Owner or the Aircraft or (b) in any manner which may render the Aircraft liable to condemnation, destruction, seizure, detention or confiscation by any Government Entity. LESSEE will not permit the Aircraft to be exported or operated in any manner to or in (x) any Prohibited Country or (y) any other country if so doing would cause LESSEE, LESSOR, Owner or Beneficial Owner to be in violation of any Law applicable to any of them or to the Aircraft.

**10.3 Training.** LESSEE will not use the Aircraft for testing or for training of flight crew members other than LESSEE crew members and will not use the Aircraft for training any more than it utilizes for training the other aircraft in its fleet.

**10.4 No Violation of Insurance Policies.** LESSEE will not use or permit the Aircraft to be used in any manner or for any purpose which is not covered by the insurance policies LESSEE is required to carry and maintain as set forth in this Lease. LESSEE will not carry any goods of any description excepted or exempted from such policies or do any other act or permit to be done anything which could reasonably be expected to invalidate or limit any such insurance policies.

**10.5 Flight, Airport and ETS Charges.**



**10.5.1** LESSEE will pay promptly when due all airport or en route navigation charges (including Eurocontrol charges), navigation service charges, landing fees and all other charges payable by LESSEE for the use of or for services provided at any airport, whether in respect of the Aircraft or any other aircraft of LESSEE.

**10.5.2** Except to the extent prohibited by the Aviation Authority or by any Law under which LESSEE is bound, LESSEE will (a) comply, and procure that any approved sublessee or wet lessee complies, with all EU ETS Laws, and any equivalent or similar laws relating to aircraft emissions promulgated at any time and from time to time by any Government Entity of any jurisdiction which is not a member state of the European Union, applicable to any of them or the Aircraft and, promptly on request from LESSOR, (b) ensure that LESSEE or any approved sublessee or wet lessee be deemed the "aircraft operator" in respect of the Aircraft for purposes of the EU ETS Laws, and (c) identify Owner as the "aircraft owner" in respect of the Aircraft to any EU ETS Authority whenever necessary or advisable under the EU ETS Laws or whenever LESSOR may request.

**10.5.3** If reasonably requested by LESSOR (and in any event, where no Event of Default has occurred and is continuing, no more than once annually or not at all where publicly available on LESSEE's website), LESSEE will provide LESSOR with a list of the airports to which LESSEE regularly operates the Aircraft or its other aircraft. LESSEE hereby authorizes Eurocontrol or any other aviation authority or airport or creditor claiming rights in respect of the Aircraft to confirm to LESSOR or any Servicer the status of LESSEE's payments to such creditor in respect of the Aircraft and LESSEE's other aircraft, as and when requested by LESSOR or such Servicer.

**10.6** **Habitual Base.** LESSEE will ensure that the Aircraft is habitually based in the Habitual Base.



## **ARTICLE 11 SUBLEASES**

**11.1 No Sublease without LESSOR Consent.** LESSEE WILL NOT SUBLEASE OR PART WITH POSSESSION OF THE AIRCRAFT (EXCEPT FOR MAINTENANCE AND REPAIR) AT ANY TIME WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR (THE GRANTING OF WHICH BEING AT LESSOR'S SOLE DISCRETION) AND IN ACCORDANCE WITH SUCH REQUIREMENTS AS MAY FROM TIME TO TIME BE AGREED IN WRITING BETWEEN LESSOR AND LESSEE. NO SUBLEASING OF AN ENGINE WILL BE PERMITTED. SUBLEASING TO A PROHIBITED PERSON IS NOT PERMITTED.

**11.2** [REDACTED]

**11.3 LESSOR Costs.** LESSEE will indemnify each of LESSOR, each Servicer, Owner and each Finance Party on demand for all out-of-pocket expenses (including reasonable legal fees) incurred in connection with the assessment by each such party of any subleasing proposal (whether or not LESSOR's consent to the applicable sublease is ultimately given) and implementation of any sublease.

**11.4 Any Approved Sublease.** Any sublease approved by LESSOR will be for a term no greater than the remaining Lease Term. The applicable sublease agreement will contain provisions consistent with this Lease protecting the respective interests of LESSOR, Owner and each other Relevant Party in the Aircraft, this Lease, and the other Operative Documents, providing appropriate disclaimers and indemnities in favor of LESSOR, Owner and the other Relevant Parties, regarding the maintenance and repair standards for the Aircraft and concerning the insurances which will be carried by the sublessee and the circumstances which constitute a Total Loss of the Aircraft. Any such sublease will be expressly subject and subordinate to this Lease, the other Operative Documents, the Finance Documents and the respective rights, title and interests of the Relevant Parties in the Aircraft and the Operative Documents. LESSOR will have an opportunity to review the proposed sublease agreement (with solely economic terms redacted) in advance in order to determine that it meets the requirements of this Article 11.4. LESSOR may in its sole discretion require that LESSEE provide to each Relevant Party an opinion of counsel from the jurisdiction(s) in which the proposed sublessee is located and the Aircraft is to be registered under the proposed sublease, in form and substance satisfactory to LESSOR, including opinions to the effect that the rights of the Relevant Parties in and to the Aircraft, this Lease, the other Operative Documents and the Finance Documents will be protected and otherwise unaffected by the entry into and performance of the proposed sublease or any consequent change in the State of Registration (if approved by LESSOR) and that such proposed sublease will not prejudice LESSOR's rights to repossess the Aircraft upon the occurrence of an Event of Default or a default under such sublease, it being understood that LESSEE may discharge this obligation by procuring that the sublessee supply such an opinion. LESSEE may not materially amend the non-economic terms of any approved sublease agreement without the prior written consent of LESSOR. LESSEE

will carry the contingent insurances described in Article 17.12 for the term of an approved sublease.

**11.5**                    **Assignment of Sublease.** Any approved sublease will be assigned to LESSOR or a Finance Party (as designated in writing to LESSEE by LESSOR) as security pursuant to a security assignment agreement in a form reasonably satisfactory to LESSOR. LESSEE will deliver the original counterpart of the sublease to LESSOR and make any filings necessary to protect the respective Security Interests of LESSOR and any applicable Finance Party.

**11.6**                    **Application of Cape Town Convention.** If a sublease constitutes an International Interest in the Aircraft or any of the Engines, LESSEE will cause all International Interests constituted by such sublease to be registered on the International Registry (with such duration as LESSOR specifies), and will assign all such International Interests to LESSOR and transfer the right to discharge all such International Interests to LESSOR. In addition, LESSEE will obtain in favor of LESSOR an IDERA (if applicable) from the approved sublessee in the required form.

**11.7**                    **Wet Leases.** The wet leasing of the Aircraft during the Lease Term (whereby the Aircraft will at all times be subject to the full operational control of LESSEE) will be permitted without LESSOR's consent, provided that (a) the Aircraft remains registered in the State of Registration, (b) the Aircraft not be wet leased to a Prohibited Person or wet leased for operations to, from or within a Prohibited Country, (c) LESSEE provides LESSOR with either a certified copy of the applicable provisions from the wet lease agreement or an officer's certificate indicating which of LESSEE or the wet lessee will be responsible for maintaining the primary passenger, baggage and cargo liability insurance relating to operation under the wet lease, (d) LESSEE complies with Article 17.14 and (e) the wet lease will be for a term no greater than six months and, in any event, no greater than the remaining Lease Term.

**11.8**                    **Continued Responsibility of LESSEE.** LESSEE will continue to be responsible for performance of its obligations under this Lease and the other Operative Documents during any period of sublease or wet lease.

## **ARTICLE 12 MAINTENANCE OF AIRCRAFT**

**12.1 General Obligation.** During the Lease Term and until the Termination Date, LESSEE alone will, at its expense, maintain and repair (or cause to be maintained and repaired) the Aircraft, Engines, APU and all Parts (a) in accordance with the Maintenance Program, (b) in accordance with the rules and regulations of the Aviation Authority, (c) in accordance with Manufacturer's type design, (d) in accordance with any other regulations or requirements necessary in order to maintain a valid Certificate of Airworthiness for the Aircraft and meet the requirements at all times during the Lease Term and upon return of the Aircraft to LESSOR for issuance of a Standard Certificate of Airworthiness for transport category aircraft issued by the FAA in accordance with FAR Part 21 (except during those periods when the Aircraft is undergoing maintenance or repairs as required or permitted by this Lease, (e) in the same manner and with the same care as used by LESSEE with respect to similar aircraft and engines operated by LESSEE and without in any way discriminating against the Aircraft and (f) in accordance with the recommendations of Manufacturer and Engine Manufacturer.

### **12.2 Specific Engine Requirements.**

**12.2.1** No Engine will remain in an unserviceable condition for more than three months, unless such Engine is inducted for repair or overhaul.

**12.2.2** When replacing Parts in the Engines and the APU, LESSEE will only use original equipment manufacturer parts ("**OEM Parts**"). The installation of any part which has not been approved for use on an Engine by Engine Manufacturer (even if such part is manufactured under an FAA Parts Manufacturer Approval and/or is approved under EASA Part 21 (a "**PMA Part**")) is not permitted. The completion of any repair of any Engine or the APU which has not been approved for an Engine or the APU by Engine Manufacturer or the manufacturer of the APU, respectively, or for a Part by the manufacturer of such Part (even if such repair is approved by an FAA Designated Engineering Representative or by a Person or organization holding Design Organization Approval under EASA Part 21 (a "**DER Repair**")) is not permitted.

**12.2.3** LESSEE will not discriminate against the Engines with respect to build standards and life limited Part replacements. Without limiting the foregoing, at any shop visit during which a Module Performance Restoration is performed on any one of the Engine modules, and, in the case a Qualified Performance Restoration is performed, LESSEE will (a) build the Engine life limited Parts to at least [REDACTED] Cycles remaining and (b) perform, at a minimum, a workscope sufficient to build the Engine to an interval equal to such Engine's full operating interval, as determined in accordance with the recommendations of the Engine Manufacturer.

**12.2.4** With respect to any shop visit of an Engine during the Lease Term, LESSEE will submit to LESSOR (a) at least 30 days in advance of the scheduled induction date in the case of a scheduled shop visit and as far in advance of the anticipated induction date as reasonably possible in the case of an unscheduled shop visit, the intended workscope of such shop visit and (b) prior to the actual induction date, and if such shop visit is to be performed by a third party vendor, a disclaimer of Security Interests from such vendor in a form reasonably acceptable to LESSOR. LESSEE will ensure that the tasks comprising each such workscope are in accordance with the recommendations of Engine Manufacturer and, in the case of a Qualified Performance Restoration shop visit, are sufficient to restore the subject Engine to a full operating interval (which will be determined in accordance with the recommendations of Engine Manufacturer), or in the case of any other shop visit, are sufficient to permit such Engine to achieve the remaining operating interval between Qualified Performance Restoration shop visits (which will be determined in accordance with the recommendations of Engine Manufacturer). Within 10 days of receipt by LESSOR of such intended workscope, LESSOR in its sole discretion may elect to provide a replacement engine to LESSEE in place of the Engine and in lieu of performance of such intended shop visit on the Engine. Upon such replacement, the replacement engine will become an "Engine" under this Lease and the Engine which requires a shop visit will cease to be an "Engine" and will be returned to LESSOR (and this Lease will be amended as may be appropriate to reflect such exchange). In respect of any Engine Manufacturer cost per flight hour agreement, where (a) LESSOR tenders a replacement engine with more Flight Hours consumed than the Engine requiring a shop visit such that the Engine Manufacturer charges a fee for induction of such replacement engine, or (b) the Engine Manufacturer charges a fee for removal of the Engine requiring a shop visit other than for cause, LESSOR will promptly reimburse LESSEE for such fee upon receipt by LESSOR of an invoice documenting such fee to LESSOR's reasonable satisfaction. If LESSOR requests, LESSEE will perform additional work at such shop visit at LESSOR's cost.

**12.2.5** LESSEE may enter into any engine maintenance cost per flight hour, power by the hour or similar agreement with Engine Manufacturer without LESSOR's prior written consent, provided that such agreement 1) does not charge LESSEE on a power by the hour basis (other than the monthly administrative fee or "popular rate" that the Engine Manufacturer may charge in accordance with its customary procedures) and 2) does not permit the Engine Manufacturer to place a Security Interest on an Engine for any reason other than amounts owed by LESSEE for work performed on that Engine. Except as set forth in the immediately preceding sentence, LESSEE will not enter into any engine maintenance cost per flight hour, power by the hour or similar agreement with the Engine Manufacturer or any other engine maintenance facility without LESSOR's prior written consent. LESSOR and LESSEE acknowledge that nothing in this Article 12.2.5 or LESSOR's approval of any proposed engine maintenance cost per hour or similar agreement will vary LESSEE's obligations under Articles 12 or 22 of the Lease.

**12.3** **Other Specific Obligations.** Without limiting Article 12.1, LESSEE agrees that such maintenance and repairs will include but will not be limited to the specific items set forth in this Article 12.3.

**12.3.1** LESSEE will perform all routine and non-routine maintenance work in accordance with the Maintenance Program.

**12.3.2** LESSEE will perform all Airworthiness Directives, all alert service bulletins of Manufacturer, Engine Manufacturer, the manufacturer of the APU, and other vendors or manufacturers of Parts incorporated on the Aircraft and all service bulletins which must be performed in order to maintain the warranties on the Aircraft, Engines, APU and Parts.

**12.3.3** LESSEE will incorporate in the Aircraft all other service bulletins of Manufacturer, Engine Manufacturer, the manufacturer of the APU, and other vendors which LESSEE schedules to adopt within the Lease Term for the rest of its Boeing 737 aircraft fleet. It is the intent of the parties that, in terms of service bulletin compliance (including method of compliance) and other maintenance matters, the Aircraft not be discriminated against in comparison to the rest of LESSEE's fleet.

**12.3.4** LESSEE's Maintenance Program for the Aircraft will include a corrosion prevention and control program as recommended by Manufacturer and all discrepancies will be corrected in accordance with the recommendations of Manufacturer and the Structural Repair Manual.

**12.3.5** If LESSEE performs structural inspections or tasks on its Boeing 737 fleet on a sampling basis, then all such structural inspections or tasks will be performed on the Aircraft. LESSEE will provide LESSOR with written summaries of the sampling programs involving or affecting the Aircraft.

**12.3.6** All Aircraft Documentation will be in English and in an up to date status and, subject to Article 12.1 and LESSEE's Aviation Authority-approved maintenance procedures manual, will be maintained in an Electronic Records Format. If LESSEE subcontracts its Electronic Records Format planning or record keeping functions to a third party, LESSEE will procure that such third party allows LESSOR to electronically access and download any Aircraft Documentation maintained by such third party at any time.

**12.3.7** If the Aircraft is equipped with an aircraft communications addressing and reporting system (ACARS), then at the commencement of the Lease Term (or on the date during the Lease Term upon which the Aircraft becomes equipped with an ACARS) LESSEE will authorize LESSOR to receive information regarding the technical condition of the Aircraft during the Lease Term that is available on an automated basis via ARINC, SITA or any other LESSOR approved reporting system or program. Such information will be limited to (i) Aircraft and Engines Flight Hours and Cycles updates, (ii) each Engine's N1 percent, N2

percent and N3 percent, (iii) each Engine's EGT, (iv) vibration levels for each Engine's fan and core modules, (v) fuel flow, (vi) oil pressure and (vii) each Engine's bleed on off indications and each Engine's cowl anti ice on off indications. LESSOR will reimburse LESSEE's reasonably incurred costs in providing LESSOR with access to the foregoing information with respect to the ACARS-equipped Aircraft on presentation of an invoice from LESSEE documenting such cost to LESSOR's reasonable satisfaction. Nothing in this Article 12.3.7 will require (a) LESSEE to equip the Aircraft with ACARS if the Aircraft is not so equipped at Delivery (b) or LESSOR to reimburse LESSEE for the cost of acquiring ACARS equipment or installing it on the Aircraft should LESSEE elect to do so.

**12.3.8** All hard time and life limited Parts which are installed on the Aircraft will have an FAA Form 8130-3 or EASA Form 1 evidencing the airworthiness of such Part at the time of installation on the Aircraft. In the case of life limited Parts, the documentation will also state the total Flight Hours and Cycles since new. In the case of hard time Parts, the documentation will also state the time since last Overhaul or refurbishment, will have a reference to the relevant section of the Component Maintenance Manual under which the Part was Overhauled or refurbished, as applicable, and will identify the FAA- or EASA-approved repair agency which performed the last Overhaul or refurbishment.

**12.3.9** All Parts other than those referred to in Article 12.3.8 installed on the Aircraft will have a Serviceable Tag.

**12.3.10** With respect to the last anticipated Overhaul of any Landing Gear assembly during the Lease Term, LESSEE will submit to LESSOR (a) at least 30 days in advance of the scheduled induction date, the intended workscope. Within 10 days of receipt by LESSOR of such intended workscope, LESSOR in its sole discretion may elect to provide a replacement landing gear assembly to LESSEE in place of the Landing Gear assembly and in lieu of performance of such intended Overhaul. Such replacement assembly will have sufficient Flight Cycles remaining and be in a condition such that it is reasonably anticipated to meet the requirements of Article 22 as of the Expiration Date. Upon such replacement, the replacement assembly will become part of the Landing Gear under this Lease and the assembly which requires an Overhaul will cease to be part of the Landing Gear and will be returned to LESSOR.

**12.3.11** With respect to the last anticipated Overhaul of the APU during the Lease Term, LESSEE will submit to LESSOR (a) at least 30 days in advance of the scheduled induction date, the intended workscope. Within 10 days of receipt by LESSOR of such intended workscope, LESSOR in its sole discretion may elect to provide a replacement auxiliary power unit to LESSEE in place of such APU and in lieu of performance of such intended Overhaul. Such replacement assembly will have sufficient Flight Hours remaining and be in a condition such that it is reasonably anticipated to meet the requirements of Article 22 as of the Expiration Date. Upon such replacement, the replacement auxiliary power unit will become the "APU" under this Lease and the former auxiliary power unit which requires an Overhaul will cease to



be the "APU" and will be returned to LESSOR (and this Lease will be amended as may be appropriate to reflect such exchange).

**12.3.12** All repairs and Modifications and the addition, removal or replacement of equipment, systems or components will be properly documented in accordance with the rules and regulations of the Aviation Authority and reflected in the Aircraft Documentation, including Manufacturer's manuals. In addition, all repairs to the Aircraft will be accomplished in accordance with Manufacturer's Structural Repair Manual (or FAA-approved data supported by an FAA Form 8110-3 or FAA Form 8100-9). All Modifications will also be accomplished in accordance with FAA-approved data supported by an FAA Form 8110-3, FAA Form 8100-9 or FAA supplemental type certificate and designed to the highest possible maximum take-off weight for an aircraft of the same type as the Aircraft.

#### **12.4** **Replacement of Parts.**

**12.4.1** LESSEE, at its own cost and expense, will promptly replace, or cause the replacement of, all Parts which may from time to time become worn out, lost, stolen, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for their intended use for any reason whatsoever. In the ordinary course of maintenance, service, repair, Overhaul or testing, LESSEE may remove any Part provided that LESSEE promptly replaces such Part. All such replacement Part(s) will (i) be of the same type and model as the Part(s) replaced, (ii) be free and clear of all Security Interests (except Permitted Liens) of any kind or description, (iii) be in airworthy condition, be of equivalent or better modification status and have a value and utility at least equal to the Part(s) replaced, assuming such replaced Parts were in the condition and repair required to be maintained by the terms hereof, and (iv) at installation have a current Serviceable Tag. Except to the extent permitted by Article **Error! Reference source not found.**, no PMA Part or part incorporating a DER Repair will be installed.

**12.4.2** [REDACTED]

**12.4.3** All Parts removed from the Aircraft will remain the property of Owner and subject to the Finance Documents and this Lease no matter where located, until such time as such Parts have been replaced by Parts (which have been incorporated or installed in or attached to the Aircraft) which meet the requirements for replacement Parts specified above and title to such replacement Parts has passed to Owner subject to the Finance Documents and this Lease under applicable Law. LESSEE will ensure, without further act from LESSOR, that immediately upon any replacement Part becoming incorporated or installed in or attached to the Aircraft as above provided (i) title to the replacement Part will thereupon vest in Owner subject to the Finance Documents and this Lease but otherwise free and clear of all rights of LESSEE and Security Interests, (ii) title to the removed Part will thereupon vest in LESSEE, free and clear of all rights of Owner and LESSOR, and (iii) such replacement Part will become

subject to this Lease and be deemed to be a Part hereunder to the same extent as the Part originally incorporated or installed in or attached to the Aircraft.

## **12.5 Removal of Engines.**

**12.5.1** If an Engine is removed for testing, service, repair, maintenance, Overhaul work, alterations, modifications or any other reason, title to such Engine will at all times remain vested in Owner.

**12.5.2** LESSEE will be entitled to remove any of the Engines from the Aircraft and install another engine or engines on the Aircraft, provided that LESSEE complies with each of the following obligations:

- (a) the insurance requirements set forth in Article 17 and Exhibit B are in place;
- (b) LESSEE ensures that the identification plates referred to in Article 14 are not removed from any Engine upon such Engine being detached from the Aircraft;
- (c) title to any such Engine remains with Owner free from all Security Interests (except Permitted Liens) regardless of the location of the Engine or its attachment to or detachment from the Aircraft; and
- (d) LESSEE ensures that any such Engine remain in an active storage program as recommended by Engine Manufacturer during periods of inactivity (including any period in which the Engine is installed on an aircraft undergoing maintenance).

## **12.6 Removal of APU.**

**12.6.1** If the APU is removed for testing, service, repair, maintenance, Overhaul work, alterations, modifications or for any other reason, title to the APU will at all times remain vested in Owner.

**12.6.2** LESSEE will be entitled to remove the APU from the Aircraft and install another auxiliary power unit (of the same model) on the Aircraft, provided that LESSEE complies with each of the following obligations:

- (a) the insurance requirements set forth in Article 17 and Exhibit B are in place;
- (b) title to the APU remains with Owner free from all Security Interests (except Permitted Liens) regardless of the location of the APU or its attachment to or detachment from the Aircraft; and
- (c) LESSEE ensures that the APU remain in an active storage program as recommended by the manufacturer of the APU during periods of inactivity



(including any period in which the APU is installed on an aircraft undergoing maintenance).

**12.7** **Pooling of Engines, APU and Parts.** With LESSOR's prior written consent, not to be unreasonably withheld, LESSEE may subject the Engines, APU and Parts to normal interchange or pooling agreements with responsible international, scheduled commercial air carriers customary in the airline industry and entered into by LESSEE in the ordinary course of its business with respect to its entire Boeing 737 fleet so long as (a) in the case of pooling of an Engine or the APU, such Engine or APU is returned to LESSEE within three months, (b) no transfer of title to the Engine or APU occurs, (c) all other terms of this Lease continue to be observed with respect to the Engines, APU or Parts, including Article 8, Article 10, Article 12, Article 13, Article 14, Article 15, Article 17, and Article 18 and (d) LESSEE continues to be fully responsible to LESSOR for the performance of all of its obligations hereunder.

**12.8** **Installation of Engines on Other Aircraft.** Any Engine removed from the Aircraft may be installed on another aircraft in LESSEE's fleet which utilizes engines of the same type as the Engine only if one of the situations described in this Article 12.8 exists:

**12.8.1** LESSEE or LESSOR or an Affiliate of LESSOR has title to such other aircraft free and clear of all Security Interests (except Permitted Liens).

**12.8.2** LESSEE, LESSOR and each Creditor of LESSEE in respect of such aircraft enter into an engines cooperation agreement in form and substance acceptable to LESSOR in which each such Creditor agrees to recognize the rights of LESSOR and any other applicable Relevant Party in the Engine. LESSEE will reimburse LESSOR and any applicable Relevant Party for their respective reasonable legal fees and expenses in negotiating and finalizing engine cooperation agreement arrangements with LESSEE and its Creditors.

**12.8.3** Such other aircraft is subject to a Creditor Agreement (but no other Security Interests) which by its terms expressly or effectively states that such Creditor and its successors and assigns will not acquire any right, title or interest in any Engine by reason of such Engine being installed on such aircraft. LESSEE hereby agrees that if Owner's title to an Engine is in fact impaired under any such Creditor Agreement, such impairment will be a Total Loss of such Engine and the provisions of Article 18.5 will apply. To the extent a Creditor Agreement contains a provision as described by the first sentence of this Article 12.8.3, then LESSOR hereby agrees for the benefit of the Creditor of such Creditor Agreement that neither LESSOR nor its successors or assigns will acquire or claim any right, title or interest in any engine in which such Creditor has an interest as a result of such engine being installed on the Airframe.

**12.9** **Modifications.**

**12.9.1** No Modification expected to cost over [REDACTED] or deviation from the Aircraft's original type design or configuration will be made without the prior written consent

of LESSOR, which consent will not be unreasonably withheld. Airworthiness Directives and Manufacturer's and Engine Manufacturer's recommended service bulletins are not "Modifications" for which LESSOR consent is required.

**12.9.2** LESSOR may review LESSEE's proposed designs, plans, engineering drawings and diagrams, and flight and maintenance manual revisions for any proposed Modification. LESSEE will furnish LESSOR (at LESSEE's expense) with such documents in final form and any other documents required by Law, as a result of such Modification. All Modifications (including any Modification supported by a supplemental type certificate) incorporated on the Aircraft will be properly documented in the Aircraft Documentation and approved by the FAA and the Aviation Authority. All Modifications will also be accomplished in accordance with FAA-approved data supported by an FAA Form 8110-3, FAA Form 8100-9 or FAA supplemental type certificate.

**12.9.3** Notwithstanding any other provision of this Lease, no Modification will be made which has the effect of decreasing the utility or value of the Aircraft or invalidating any warranty applicable to the Aircraft.

**12.9.4** No Modification will be made by LESSEE if an Event of Default exists and is continuing hereunder.

**12.9.5** Unless otherwise agreed by LESSOR in writing, all permanent or structural Modifications will forthwith become a part of the Aircraft and LESSEE relinquishes to Owner all rights and title thereto. However, all temporary and non-structural Modifications will remain the property of LESSEE and, at LESSOR's request and LESSEE's cost, will be removed from the Aircraft prior to return of the Aircraft, with LESSEE restoring the Aircraft to the condition it was in prior to the Modification in a manner cosmetically acceptable to LESSOR. Notwithstanding the foregoing, no such removal will be permitted without LESSOR's permission after the occurrence of an Event of Default and immediately upon the occurrence of an Event of Default, without the requirement of any further act or notice, all right, title and interest in such temporary and non-structural Modifications will immediately vest in Owner.

**12.9.6** Neither LESSOR nor any other Relevant Party will have any liability for the cost of Modifications of the Aircraft whether in the event of grounding or suspensions of certification, or for any other cause.

**12.9.7** For any Modification supported by a supplemental type certificate, LESSEE will provide LESSOR with a complete data package in connection with such Modification and will ensure that such data package is transferable to Owner and any subsequent owner or operator of the Aircraft.

**12.10 Performance of Work by Third Parties.**

**12.10.1** All off-wing maintenance and repair work on an Engine, the APU and the Landing Gear must be performed by an FAA Part 145 approved repair station unless otherwise approved in advance by LESSOR.

**12.10.2** Whenever maintenance or repair work on the Airframe or on-wing maintenance or repair work on an Engine or the APU will be performed by a Person other than LESSEE, such Person must be an FAA Part 145 approved repair station.

**12.10.3** In connection with the induction of any of the Airframe, the APU or Landing Gear for maintenance or repair by any third party vendor, LESSEE will (a) notify LESSOR of the intended maintenance or repair reasonably in advance of the scheduled induction date and (b) prior to the actual induction date, obtain from such vendor a disclaimer of Security Interests in a form reasonably acceptable to LESSOR.

## **12.11 Reporting Requirements.**

**12.11.1** Commencing with a report furnished fifteen days after the end of the calendar quarter in which Delivery occurs, LESSEE will furnish to LESSOR a Quarterly Report in English in the form attached hereto as Exhibit K. Each Quarterly Report will be furnished within fifteen Business Days after the end of each calendar quarter, except that the Quarterly Report pertaining to the last quarter (or any portion thereof) of utilization will be furnished to LESSOR on the Termination Date.

**12.11.2** On each anniversary of the Delivery Date, LESSEE will provide LESSOR with a current and accurate Technical Evaluation Report. If LESSEE fails to provide a Technical Evaluation Report in accordance with this Article 12.11.2, LESSOR may, but is not required to, request in writing that LESSEE provide such Technical Evaluation Report. If LESSEE fails to provide the Technical Evaluation within fifteen Business Days after LESSOR's written request for the same, LESSOR may in its sole discretion engage a consultant to prepare such Technical Evaluation Report and LESSEE will promptly reimburse LESSOR for all costs related to such engagement.

**12.11.3** From time to time, LESSEE will provide LESSOR with such other technical information or documents as LESSOR may reasonably request.

**12.12 Maintenance Policies and Procedures Manuals.** At LESSOR's request for the purposes of demonstrating to LESSOR how the Aircraft has been maintained, LESSEE will provide LESSOR with copies of its Maintenance Program (together with cross-references to each applicable MPD task), general maintenance manual, general policies and procedures manual, maintenance exposition manual, general engineering manual, or their equivalents, and any other related controlled documentation which affects the Aircraft. Recognizing that LESSEE's maintenance policies and procedures manuals are proprietary to LESSEE, LESSOR agrees that they will be only utilized as set forth in this Article 12.12 and Article 22.6.

**12.13** **LESSOR Inspection Rights.**

**12.13.1** At any time (subject to Article 12.13.4), LESSOR, its authorized agents or representatives (which may be Manufacturer or Engine Manufacturer) or a next Aircraft lessee will have the right to inspect and take photographs of the Aircraft and review the Aircraft Documentation.

**12.13.2** LESSEE will give LESSOR reasonable written notice before the Aircraft undergoes any "C" or equivalent check. Any inspection by LESSOR, its authorized agents or representatives during a "C" or equivalent check will be carried out on a timeline consistent with the work schedule and will not require the opening of panels not required to be opened by the workscope for such check.

**12.13.3** If the Aircraft is at a third party maintenance facility or any other area with restricted access, LESSEE will cause such facility or any applicable Person to allow LESSOR and/or its authorized agents or representatives to inspect and take photographs of the Aircraft and review the Aircraft Documentation.

**12.13.4** LESSOR will provide LESSEE with reasonable notice prior to any inspection by LESSOR and/or its authorized agents or representatives and will coordinate with LESSEE and/or any applicable third party maintenance facility so as to cause minimum practical disturbance to the operation or maintenance of the Aircraft or the personnel of LESSEE or the applicable third party maintenance facility.

**12.13.5** LESSEE expressly authorizes and consents to allowing Manufacturer, Engine Manufacturer, any applicable maintenance or repair organization and the respective field service representatives of any of the foregoing to provide LESSOR with information about the condition and maintenance of the Aircraft (including the Aircraft Documentation) on an ongoing basis. Manufacturer, Engine Manufacturer, any applicable maintenance or repair organization and the respective field service representatives of any of the foregoing may report their findings and provide documentation to LESSOR without the need for any notice to or further authorization from LESSEE.

**12.13.6** LESSOR will have no duty to make any inspection of the Aircraft and will not incur any liability or obligation by reason of (and LESSEE's indemnity obligations pursuant to Article 16.1 will apply notwithstanding) LESSOR and/or its authorized agents or representatives or a next Aircraft lessee making or not making any such inspection or by reason of any reports LESSOR receives regarding the Aircraft.

**12.14** [REDACTED]

Aerovías de México, S.A. de C.V.  
One Boeing 737-[8/9] MSN [\_\_\_\_]  
Scheduled Delivery: On or about [\_\_\_\_] [2021/2022]

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## **ARTICLE 13 TITLE AND REGISTRATION**

**13.1 Title to the Aircraft.** Legal title to the Aircraft will remain vested in Owner subject to the Finance Documents and this Lease and any assignments or transfers carried out in accordance with Article 23. LESSEE will have no right, title or interest in the Aircraft except for the right to lease the Aircraft pursuant to this Lease. LESSEE will not hold itself out as owner of the Aircraft and will, on all occasions when the ownership of the Aircraft or any part thereof is relevant, inform all applicable Persons that Owner holds title thereto (subject to the Finance Documents, if applicable).

**13.2 Registration of Aircraft.** Throughout the Lease Term LESSEE will, at its sole cost and expense, (i) register and maintain or procure the registration of the Aircraft in the name of Owner as owner of the Aircraft and LESSOR as lessor of the Aircraft under this Lease at the register of aircraft maintained by the Aviation Authority and (ii) from time to time take all other steps then required by Law or by practice, custom or understanding or as LESSOR may request to protect, preserve, maintain and perfect to the fullest extent possible in accordance with applicable Law the rights, title and interests of the Relevant Parties in and to the Aircraft and the Operative Documents (including under the Finance Documents, if applicable) in the State of Registration, the jurisdiction of LESSEE's formation or in any other jurisdiction in or over which the Aircraft may be operated at any time. LESSEE will provide LESSOR with evidence of such registrations as soon as available. LESSEE will ensure that the original certificate of registration for the Aircraft is kept on the Aircraft or, where it is permitted to be removed, in safe custody, it being understood that LESSOR will, at LESSEE's expense (subject to Article 23), cooperate reasonably with LESSEE to take these steps, including but not limited to providing any documentation required from LESSOR by the Aviation authority or applicable Law. LESSEE will not take any action without the prior written consent of LESSOR or omit to take any action that may discharge, deregister or adversely affect the registration of the Aircraft pursuant to this Article 13 or otherwise prejudice the rights, title and interest of the Relevant Parties in and to the Aircraft and/or the Operative Documents (including under the Finance Documents, if applicable).

**13.3 Cape Town Convention.** LESSEE will take such actions as the Cape Town Convention may require and entitle LESSEE to take so that every International Interest constituted by or pursuant to this Lease with respect to the Aircraft and each Engine will be registered on the International Registry at the time of Delivery or promptly thereafter. At LESSOR's request from time to time, LESSEE will (a) take such actions as the Cape Town Convention may require and entitle LESSEE to take so that any (i) International Interest (and any assignment, acquisition, and/or subordination thereof) constituted by or pursuant to this Lease in the Aircraft and/or any Engine, and any International Interest constituted by any amendment, extension and/or assignment or novation of this Lease, may be registered on the International Registry (and any such registration may be amended, extended or discharged), and (ii) CT Sale effected pursuant to the Lease with

respect to an Engine may be registered on the International Registry, and (b) obtain all approvals from and pay all fees to the International Registry as may be required to duly and timely perform LESSEE's obligations under this Lease to register on the International Registry any International Interest (and any assignment, acquisition, subordination, amendment, extension or discharge thereof) and any CT Sale. In addition, at LESSOR's request, LESSEE will perform such additional acts and execute and deliver such agreements and instruments as may be determined by LESSOR to be necessary or appropriate to protect and perfect LESSOR's interest in the Aircraft, this Lease and the other Operative Documents under the Cape Town Convention and enhance the enforceability of the commercial agreements of LESSEE and LESSOR under the Cape Town Convention to the greatest extent permitted by the Cape Town Convention as applicable in the State of Registration. Subject to Article 13.4, actions requested by LESSOR may include, without limitation, the execution and registration by LESSEE of an IDERA (if an IDERA is effective in the State of Registration and/or jurisdiction in which LESSEE or any applicable sublessee is "situated" for purposes of the Cape Town Convention) and/or entering into any amendments to this Lease or the other Operative Documents as are necessary to constitute a prospective international interest or an international interest under the Cape Town Convention. For the purposes of the above LESSEE will appoint an Administrative User in relation to the International Registry, will register as, and remain, a transacting user entity in the International Registry and will remain capable of consenting to registrations and discharges of International Interests in accordance with the Cape Town Convention.

**13.4 Issuance of IDERA; Return of Deregistration Power of Attorney.** Where the State of Registration is Mexico, and where Mexico has modified its declarations to the Cape Town Convention and fully enacted related implementing legislation and regulations all in respect of the issuance, filing and registration of an IDERA such that an IDERA is fully effective in Mexican territory, LESSEE will execute and cause to be registered an IDERA in favor of LESSOR. Upon receipt of the Aviation Authority's acknowledgement of the duly registered IDERA, LESSOR will promptly, (but in any event within three Business Days) return to LESSEE the original notarized copy of the Deregistration Power of Attorney provided pursuant to Article 7.1.1(a). In such event, LESSOR and LESSEE will discuss in good faith any necessary amendments to this Lease.

**13.5 No Other Registration at International Registry.** Unless LESSOR has requested LESSEE to make or consent to a registration at the International Registry, LESSEE will not consent to or permit any Person other than a Relevant Party to make any registration at the International Registry (including prospective registrations) under the Cape Town Convention in relation to this Lease, the other Operative Documents or the Aircraft (including the Engines). If registered on the International Registry, LESSEE will immediately cause the International Registry to discharge the registration of any International Interest, Prospective International Interest, Prospective Sale or Non-consensual Right or Interest in respect of the Aircraft and/or any Engine other than the registration of an interest that constitutes a Permitted Lien.



**13.6**                    **Filing of this Lease.** To the extent permitted by Law and in accordance with the requirements of the Law from time to time, LESSEE at its sole cost and expense will cause this Lease to be kept, filed, recorded and refiled or rerecorded in the State of Registration and in any other offices necessary to protect LESSOR's rights hereunder.

**13.7**                    **Evidence of Registration and Filings.** As LESSOR may reasonably request from time to time, LESSEE will furnish to LESSOR evidence reasonably satisfactory to LESSOR of the registrations and filings required hereunder.



## **ARTICLE 14 IDENTIFICATION PLATES**

LESSOR will affix and LESSEE will at all times maintain on the Airframe and each Engine the identification plates containing the following legends or any other legend requested by LESSOR in writing from time to time:

### **14.1 Airframe Identification Plates.**

Location: One to be affixed to the Aircraft structure above the forward entry door adjacent to and not less prominent than that of Manufacturer's data plate and another prominent place on the flight deck.

Size: No smaller than 10 cm x 7 cm

Legend: "THIS AIRCRAFT WITH MANUFACTURER'S SERIAL NUMBER [\_\_\_\_] IS OWNED BY WILMINGTON TRUST SP SERVICES (DUBLIN) LIMITED, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE WHOSE ADDRESS IS FOURTH FLOOR, 3 GEORGE'S DOCK, IFSC, DUBLIN 1, IRELAND"

### **14.2 Engine Identification Plates.**

Location: The legend on the plate must be no less prominent than Engine Manufacturer's data plate and must be visible.

Size: No smaller than 10 cm x 7cm.

Legend: "THIS ENGINE IS OWNED BY WILMINGTON TRUST SP SERVICES (DUBLIN) LIMITED, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE WHOSE ADDRESS IS FOURTH FLOOR, 3 GEORGE'S DOCK, IFSC, DUBLIN 1, IRELAND"

### **14.3 Maintenance of Plates.**

**14.3.1** LESSEE will at all times maintain such plates in good repair, clearly visible and free of obstructions and will cause the plates to be promptly fitted to any replacement Engine.

Aerovías de México, S.A. de C.V.  
One Boeing 737-[8/9] MSN [\_\_\_\_]  
Scheduled Delivery: On or about [\_\_\_\_] [2021/2022]

**14.3.2** If LESSOR from time to time notifies LESSEE that the Aircraft will be subject to a Security Interest pursuant to any Finance Document, LESSEE will within 30 days affix (at LESSOR's expense) replacement identification plates complying with the requirements of this Article 14 and including respective legends as follows: "THIS AIRCRAFT / ENGINE WITH MANUFACTURER'S SERIAL NUMBER [....] IS OWNED BY [....] [OWNER'S ADDRESS] AND SUBJECT TO A SECURITY INTEREST IN FAVOR OF [....]".

## **ARTICLE 15 TAXES**

**15.1 General Obligation of LESSEE.** Except as set forth in Article 15.2, LESSEE agrees to pay promptly when due, and to indemnify and hold harmless each Tax Indemnatee from and against, all license and registration fees and all taxes, fees, levies, imposts, duties, assessments, deductions, withholdings and other charges of any nature (including without limitation any sales, use, value added, goods and services, turnover, transfer, gross or net income, gross or net receipts, franchise, business, excise, personal property or stamp tax or other tax) together with any assessments, penalties, fines, additions to tax or interest thereon, however or whenever imposed or incurred, whether directly or indirectly (whether imposed or incurred upon LESSEE, LESSOR, any Tax Indemnatee, the Aircraft, any Engine or any part thereof or otherwise), by any Government Entity or taxing authority in any jurisdiction or by any multinational or international authority (collectively, "**Taxes**"), upon or with respect to, based upon or measured by, or arising from or in connection with or otherwise relating to, any of the following:

**15.1.1** the Aircraft, the Airframe, any Engine, the APU or any Part;

**15.1.2** any Aircraft Activity;

**15.1.3** this Lease, the other Operative Documents, the execution, delivery, registration, filing, recording, performance or enforcement of, or the exercise of any right or remedy under, any Operative Document or any other document executed and delivered by LESSEE in connection with or relating to the Operative Documents;

**15.1.4** the rentals, receipts, income, insurance proceeds, earnings or gains arising from the Aircraft or any part thereof, or any payment or amount payable under any of the Operative Documents; or

**15.1.5** the breach by LESSEE of its obligations under any Operative Document;

and all costs and expenses (including, without limitation, reasonable legal fees and expenses) paid or incurred by any Tax Indemnatee with respect to any Tax for which LESSEE is required to indemnify such Tax Indemnatee pursuant to this Article 15 or in connection with the enforcement of this Article 15.

**15.2 Exceptions to Indemnity.** LESSEE will have no obligation under Article 15.1 to indemnify a Tax Indemnatee for any of the following Taxes:

**15.2.1** without prejudice to Article 15.3, any Tax imposed on or calculated by reference to the overall net income, profits or gains of such Tax Indemnatee, in each case imposed by any Government Entity in the jurisdiction in which such Tax Indemnatee is organized or incorporated or in which such Tax Indemnatee is resident under the Law of that

jurisdiction for Tax purposes; but excluding any Tax imposed by any Government Entity on any Tax Indemnitee by any Government Entity in any jurisdiction if and to the extent that such Tax results from:

- (i) the use, operation, presence or registration of the Aircraft, the Airframe, any Engine, the APU or any Part in the jurisdiction imposing the Tax; or
- (ii) the presence or activities of LESSEE or any other operator of the Aircraft (other than a Tax Indemnitee) in such jurisdiction.

**15.2.2** any Tax imposed on or with respect to any sale, transfer or other disposition by such Tax Indemnitee of such Tax Indemnitee's interest in the Aircraft, other than a sale, transfer or other disposition that occurs (a) under or in connection with the Sale and Purchase Agreement, (b) in connection with or as a result of an Event of Default, a Total Loss, or any maintenance, repair, overhaul, pooling, interchange, exchange, removal, replacement, substitution, modification, improvement, or alteration of the Aircraft, the Airframe, any Engine or any Part, (c) at LESSEE's request or (d) pursuant to a requirement in any Operative Document or any applicable Law (it being understood that LESSOR and LESSEE will negotiate in good faith regarding measures as may be advisable to lawfully reduce or eliminate a Tax arising from a sale, transfer or other disposition required by applicable Law);

**15.2.3** any Tax attributable to a LESSOR's Lien, to the extent that such Tax would not have arisen or been assessed but for the existence of such LESSOR's Lien;

**15.2.4** any Tax caused by, and which would not have been incurred but for, the Gross Negligence or willful misconduct of such Tax Indemnitee or breach of such Tax Indemnitee of its express material obligations, representations or warranties under this Lease; or

**15.2.5** any Tax resulting from any transaction, act or event relating to the Aircraft that is unrelated to the transactions contemplated in this Lease and occurs after LESSEE returns the Aircraft to LESSOR in the condition required by this Lease and performs all of its other obligations under this Lease and the other Operative Documents.

**15.3** **After Tax Basis.** The amount which LESSEE is required to pay with respect to any Tax indemnified against under Article 15.1, any expense payable by LESSEE under Article 15.5 and any additional amount payable by LESSEE under Article 5.7.1 to compensate for any deduction or withholding will be an amount sufficient to restore the applicable Tax Indemnitee on an after-Tax basis to the same position such Tax Indemnitee would have been in had such Tax, expense or deduction or withholding not been incurred, made or required.

**15.4** **Timing of Payment.** Any amount payable to a Tax Indemnitee pursuant to Article 15.1 will be paid within 10 days after receipt of a written demand therefor from LESSOR or such Tax Indemnitee accompanied by a written statement describing in reasonable detail the

basis for such indemnity and the computation of the amount demanded; provided that such amount need not be paid by LESSEE more than five Business Days prior to the date on which payment of the relevant Tax to the relevant Government Entity is due.

**15.5**                **Contests.** If LESSOR receives a written claim from any Government Entity (or receives written notice that another Tax Indemnitee has received a written claim from any Government Entity) for any Tax for which LESSEE is required to indemnify LESSOR or such other Tax Indemnitee pursuant to Article 15.1 LESSOR will give LESSEE prompt written notice thereof. If reasonably requested by LESSEE in writing promptly after receipt of LESSOR's written notice and if (a) a contest of such Tax does not involve any risk of criminal penalty or the sale, forfeiture, seizure, confiscation, detention or loss of, or the imposition of any Security Interest on, the Aircraft or any part thereof or any interest therein, (b) LESSEE has provided LESSOR and any other relevant Tax Indemnitee, upon request, with an opinion of independent tax counsel acceptable to LESSOR and such other Tax Indemnitee that a meritorious basis exists for contesting such claim, (c) no Default or Event of Default has occurred and is continuing, and (d) LESSEE has made adequate reserves for such Tax, then LESSOR will (or will procure that such other Tax Indemnitee will) in good faith contest (or permit LESSEE to contest in the name of LESSEE or LESSOR or such other Tax Indemnitee) the validity, applicability or amount of such Tax in accordance with applicable Law, provided that a Tax Indemnitee may decline to begin or continue (or to permit LESSEE to begin or continue) to contest a Tax claim if LESSOR (acting reasonably and in good faith) considers that contesting the Tax claim could prejudice such Tax Indemnitee or such Tax Indemnitee waives in writing its right under Article 15.1 to be indemnified for the Tax or Taxes which such Tax Indemnitee declines to contest. LESSEE will pay, and will indemnify each Tax Indemnitee on demand on an after-Tax basis against, all losses, liabilities, costs and expenses incurred, suffered or sustained by such Tax Indemnitee in connection with contesting any Tax claim pursuant to this Article 15.5. If a Tax Indemnitee contests a Tax claim pursuant to this Article 15.5 by paying the Tax or Taxes that are the subject of such Tax claim and taking action to obtain a refund thereof, or if applicable Law or any Government Entity requires a Tax Indemnitee to provide a deposit, bond or other security as a condition to contesting the Tax claim, LESSEE will provide the Tax Indemnitee on an after-Tax basis with the funds needed to pay those Taxes or to provide such deposit, bond or other security in advance of the due date of such payments.

**15.6**                **Refunds.** If LESSOR receives a refund of all or any part of any Taxes (including any deductions or withholdings referred to in Article 5.7) which LESSEE has paid, LESSOR will pay to LESSEE the amount of such refund, reduced by the amount of any Taxes payable by LESSOR as a result of the receipt or accrual of such refund and any Taxes required to be deducted or withheld from LESSOR's payment to LESSEE, provided that LESSOR will have no obligation to pay any amount to LESSEE under this Article 15.6 while a Default or an Event of Default is continuing. Nothing in this Article 15.6 will prejudice the right of LESSOR to arrange its tax affairs in whatever manner it thinks fit or oblige LESSOR to disclose any information relating to its tax affairs or any tax computations.

**15.7**                    **Tax Filings; Information.** LESSEE will duly file when due all reports, returns, declarations and other documents that are required by applicable Law to be filed with any Government Entity or other taxing authority with respect to Taxes for which LESSEE is responsible under Article 15.1. LESSEE will provide to LESSOR such information and copies of such records and other documents relating to the Aircraft or any part thereof as LESSOR may reasonably request from time to time to enable LESSOR or any other Tax Indemnitee to comply with applicable Tax reporting, audit, audit dispute resolution, and litigation requirements or to comply with any information request of any Government Entity. LESSOR will also provide to LESSEE such other information as LESSEE may reasonably request from time to time to enable LESSEE to comply with applicable Tax reporting, audit, audit dispute resolution, and litigation requirements or to comply with any information request of any Government Entity. Notwithstanding the foregoing, nothing herein will be deemed to require that LESSOR provide to LESSEE any such information that LESSOR deems, in its sole discretion, to be confidential or proprietary.

**15.8**                    **Survival of Obligations.** The representations, warranties, indemnities and agreements of LESSEE provided for in this Article 15 will survive the Termination Date and continue in full force and effect notwithstanding any breach by LESSOR or LESSEE of the terms of this Lease, the expiration or termination of this Lease, the termination of the leasing of the Aircraft to LESSEE under this Lease or the cancellation or repudiation by LESSOR or LESSEE of this Lease.

## ARTICLE 16 INDEMNITIES

**16.1** General Indemnity. Except as set forth in Article 16.2, LESSEE agrees to indemnify and hold harmless each of LESSOR, the other Relevant Parties, the respective successors, assigns, transferees, subrogees, shareholders, partners, Affiliates, agents, representatives and subcontractors of LESSOR and each other Relevant Party and the officers, directors and employees of each of the foregoing Persons (individually an "**Indemnitee**" and collectively "**Indemnitees**") from and against any and all liabilities, obligations, losses, damages, fines (whether criminal or civil), penalties, claims, demands, actions, suits, proceedings, judgments, orders, or other sanctions, payments, charges, fees, costs, disbursements and expenses (including legal fees and expenses) of every kind and nature (collectively "**Expenses**") which are imposed on, incurred by or asserted against any Indemnitee or the Aircraft by any Person other than LESSEE and which are in any way relating to, based on or arising out of any of the following:

**16.1.1** the death or injury to any observer, representative or employee of LESSEE in connection with any demonstration flight or inspection of the Aircraft by LESSEE prior to the Lease Term;

**16.1.2** any Aircraft Activity (whether by LESSEE, any sublessee or any other Person) during the Lease Term and until the Termination Date (including the acceptance flights at return), whether or not the same is in compliance with the terms of this Lease, including without limitation claims for death, personal injury, property damage, other loss or harm to any Person and claims relating to any Laws, including without limitation environmental control, noise and pollution laws, rules or regulations;

**16.1.3** fuel, airport or en route navigation charges (including Eurocontrol charges), navigation service charges, landing fees and all charges payable for the use of or for services provided at any airport, whether in respect of the Aircraft or any other aircraft of LESSEE, during the Lease Term and until the Termination Date;

**16.1.4** the manufacture, design, testing, inspection (including the acceptance flights at Delivery), merchantability or fitness for use, enforcement of warranties whether in LESSOR's or LESSEE's name or customer support, product support, information or training provided by Manufacturer and other vendors of or with respect to the Aircraft, any Engine, the APU or any Part, including without limitation latent and other defects, whether or not discoverable and patent, trademark or copyright infringement;

**16.1.5** the prevention or attempt to prevent the arrest, confiscation, seizure, taking in execution, impounding, forfeiture or detention of the Aircraft, or in securing the release of the Aircraft; or

**16.1.6** as a consequence of any Default or Event of Default by LESSEE.



The foregoing indemnity by LESSEE is intended to include and cover any Expense to which an Indemnitee may be subject (in contract, tort, strict liability or under any other theory) regardless of the negligence, active or passive or any other type, of such Indemnitee, so long as such Expense does not fall within any of the exceptions listed in Article 16.2.

**16.2** **Exceptions to General Indemnities.** The indemnity provided for in Article 16.1 will not extend to Expenses of any Indemnitee to the extent resulting from or arising out of any of the following:

**16.2.1** Expenses which are caused by, and which would not have been incurred but for, the Gross Negligence or willful misconduct of such Indemnitee;

**16.2.2** Expenses which LESSEE and LESSOR mutually agree or, absent mutual agreement, are judicially determined to be attributable to acts or events which occur after the Termination Date and return of the Aircraft to LESSOR in the condition required hereunder, but in any such case only to the extent not attributable to acts or omissions of LESSEE;

**16.2.3** without prejudice to Article 16.3, Expenses that are Taxes;

**16.2.4** Expenses due to the breach by LESSOR of its covenant of quiet enjoyment pursuant to Article 20.2 (except to the extent covered by the insurances LESSEE is required to carry pursuant to Article 17 or other LESSEE insurances);

**16.2.5** Expenses that LESSOR has expressly agreed to bear under Article 23.4; or

**16.2.6** Expenses that arise solely as a direct result of a LESSOR's Lien and which do not arise as a result of any Aircraft Activity.

**16.3** **After Tax Basis.** The amount which LESSEE will be required to pay with respect to any Expense indemnified against under Article 16.1 will be an amount sufficient to restore the Indemnitee, on an after-Tax basis, to the same position such Indemnitee would have been in had such Expense not been incurred.

**16.4** **Timing of Payment.** It is the intent of the parties that each Indemnitee will have the right to indemnification for Expenses hereunder as soon as a claim is made and as soon as an Expense is incurred, whether or not such claim is meritorious and whether or not liability is established (but subject to Article 16.8). LESSEE will pay an Indemnitee for Expenses pursuant to this Article 16 within 10 days after receipt of a written demand therefor from such Indemnitee accompanied by a written statement describing in reasonable detail the basis for such indemnity.

**16.5** **Subrogation.** Upon the payment in full of any indemnity pursuant to this Article 16 by LESSEE, provided no Default or Event of Default has occurred and is continuing, LESSEE will be subrogated to any right of the Indemnitee in respect of the matter against which



such indemnity has been made (except there will be no subrogation with respect to such Indemnitee's insurance policies or its insurers).

**16.6** **Notice.** Each Indemnitee and LESSEE will give prompt written notice one to the other of any liability of which such party has knowledge for which LESSEE is, or may be, liable under Article 16.1; provided, however, that failure to give such notice will not terminate any of the rights of Indemnites under this Article 16 except to the extent that LESSEE has been materially prejudiced by the failure to provide such notice.

**16.7** **Refunds.** If any Indemnitee obtains a recovery of all or any part of any amount which LESSEE has paid to such Indemnitee, such Indemnitee will pay to LESSEE the net amount recovered by such Indemnitee.

**16.8** **Defense of Claims.** Unless a Default or Event of Default has occurred and is continuing, LESSEE and its insurers will have the right (in each such case at LESSEE's sole expense) to investigate or, provided that LESSEE or its insurers have not reserved the right to dispute liability with respect to any insurance policies pursuant to which coverage is sought, defend or compromise any claim covered by insurance for which indemnification is sought pursuant to Article 16.1 and each Indemnitee will cooperate with LESSEE or its insurers (to the extent it is reasonable for the Indemnitee to do so) with respect thereto; provided that LESSEE will not and will not permit its insurers to compromise or settle any claim that may result in any admission of culpability on the part of any Indemnitee or otherwise subject any Indemnitee to any material civil or any criminal penalty and provided further that no Indemnitee will be prevented from settling or paying any claim immediately if required by Law to do so or to prevent material prejudice to an Indemnitee nor from assuming control of and terminating LESSEE's participation in any defense of a claim if, in such Indemnitee's reasonable judgment, any act, delay or omission of LESSEE indicates that the interests of such Indemnitee may be adversely affected or prejudiced by LESSEE's continued defense of such claim. If LESSEE or its insurers are retaining attorneys to handle such claim, such counsel must be reasonably satisfactory to the Indemnites. If not, the Indemnites will have the right to retain counsel of their choice at LESSEE's expense.

**16.9** **No Double Recovery.** Without limiting LESSOR's right to pursue payment from LESSEE for a particular Expense under both this Article 16 and Article 24.6, LESSOR will not be entitled to actually receive payment from LESSEE for the same Expense twice.

**16.10** **Survival of Obligation.** The representations, warranties, indemnities and agreements of LESSEE provided for in this Article 16 will survive the Termination Date and continue in full force and effect notwithstanding any breach by LESSOR or LESSEE of the terms of this Lease, the expiration or termination of this Lease, the termination of the leasing of the Aircraft to LESSEE under this Lease or the cancellation or repudiation by LESSOR or LESSEE of this Lease.

Aerovías de México, S.A. de C.V.  
One Boeing 737-[8/9] MSN [\_\_\_\_]  
Scheduled Delivery: On or about [\_\_\_\_] [2021/2022]

**16.11**                    **Benefit.** This Article 16 is expressly intended for the benefit of, and is enforceable by, each Indemnatee.

## **ARTICLE 17 INSURANCE**

**17.1 Insurances.** Throughout the Lease Term and as required by Article 17.15 below LESSEE will, at its own expense, effect and maintain in full force and effect the insurance and, where required by LESSOR, reinsurance, and the broker's letter of undertaking described in this Article 17 and in Exhibit B (the "**Insurances**") through brokers and with insurers of recognized international standing in London or New York or such other insurance markets as may be approved by LESSOR and who normally participate in aviation insurances in the leading international insurance markets and led by internationally recognized and reputable underwriters. The certificates of insurance and the broker's letter of undertaking provided to LESSOR in connection with this Lease must be in English.

**17.2 Date Recognition.** In case a date recognition exclusion clause AVN 2000A or equivalent clause acceptable to insurers is contained or introduced into insurance coverage of LESSEE with respect to the Aircraft or otherwise, LESSEE must fulfill all requirements to enable insurers to write back the insurance cover in accordance with the date recognition limited coverage clause AVN 2001A (with respect to Hull and Aircraft Liability coverage) and AVN 2002A (with respect to non-Aircraft liability) or any equivalent clause with the same effect.

**17.3 Renewal.** Not less than five Business Days before the expiration or termination date of any Insurances, LESSEE will procure that its brokers will confirm in writing to LESSOR that the Insurances have been renewed and that all premiums in respect thereof as are due upon renewal have been paid. Within seven days after the renewal date, LESSEE will furnish to LESSOR or, at its request, to LESSOR's insurance brokers, the renewal certificates of insurance (and reinsurance if applicable) and the broker's letter of undertaking.

**17.4 Third Party War Liability Insurance.** LESSEE will carry third party war liability insurance in an amount at least equal to the Minimum Liability Coverage.

**17.5 Installation of Third Party Engine.** If LESSEE installs an engine not owned by LESSOR on the Aircraft, either (a) LESSEE's hull insurance on the Aircraft will automatically increase to such higher amount as is necessary in order to satisfy both LESSOR's requirement to receive the Agreed Value in the event of a Total Loss and the amount required by the third party engine owner or (b) separate additional insurance on such engine will attach in order to satisfy separately the requirements of LESSEE to such third party engine owner.

**17.6 Deductibles.** If there is a material adverse change in the financial condition of LESSEE which LESSOR reasonably believes will cause LESSEE to be unable to pay the then current deductible upon the occurrence of a partial loss of the Aircraft or an Engine, then LESSOR may require LESSEE at LESSEE's expense to lower such deductible to a level which is available on commercially reasonable terms in the insurance market.

**17.7**                    **Assignment of Rights by LESSOR.** If LESSOR assigns all or any of its rights under this Lease or otherwise disposes of its rights, title or interest in the Aircraft to any Person as permitted by this Lease, LESSEE will, upon request, procure that such Person hereunder be added as a loss payee and/or an additional insured in the policies effected hereunder and enjoy the same rights and insurance enjoyed by LESSOR under such policies. LESSOR will nevertheless continue to be covered by such policies.

**17.8**                    **Insurance Covenants.**

LESSEE will:

- (i) ensure that all requirements as to insurance of the Aircraft, any Engine or any Part which may from time to time be imposed by the Laws of the State of Registration, the jurisdiction of organization of LESSEE or any state to, from or over which the Aircraft may be flown, in so far as they affect or concern Aircraft Activity, are complied with;
- (ii) comply with the terms and conditions of each policy of the Insurances and not do, consent or agree to any act or omission which:
  - (a) invalidates or may invalidate the Insurances;
  - (b) renders or may render void or voidable the whole or any part of any of the Insurances; and/or
  - (c) brings any particular insured liability within the scope of an exclusion or exception to the Insurances;
- (iii) not make any modification or alteration to the Insurances adverse to the interests of any of the Indemnitees and notify LESSOR promptly of any modification or alteration;
- (iv) be solely responsible for any deductible under the Insurances;
- (v) provide any other information and assistance in respect of the Insurances that LESSOR may from time to time reasonably require, including, but not limited to, information as to any claim being made or threatened to be made, information as to the payment of premium and evidence as LESSOR may require as to LESSEE's compliance with its obligations under this Article 17;
- (vi) not create any Security Interests over the Insurances other than in favor of LESSOR; and

(vii) not take out insurances with respect to the Aircraft or any Engine other than as required under this Lease where such insurance will or may prejudice the Insurances or recovery hereunder (such as insuring the Aircraft for a value higher than the Agreed Value) provided that LESSEE may carry hull all risks and hull war and allied perils cover on the Aircraft in excess of the Agreed Value (which is payable to LESSOR) only to the extent that such excess insurance (which is payable to LESSEE) does not exceed [REDACTED] of the Agreed Value and only to the extent that such excess insurance will not prejudice the insurance required herein or recovery by LESSOR thereunder.

**17.9** **Insurance required by Manufacturer.** During the Lease Term, LESSEE will carry any insurance required by Manufacturer in connection with the assignment of any Manufacturer warranties, customer support or product support to LESSEE. LESSEE will provide LESSOR with an acceptable insurance certificate evidencing such Manufacturer coverage prior to Delivery and at each policy renewal during the Lease Term.

**17.10** **Failure to Insure**

**17.10.1** If at any time any of the Insurances ceases to be in full force and effect, LESSEE will:

- (i) forthwith ground or cause to be grounded the Aircraft and keep the Aircraft grounded until such time as all Insurances are in full force and effect again; and
- (ii) immediately notify LESSOR of such circumstance and provide LESSOR with full details of any steps which LESSEE is taking or proposes to take, in order to remedy such non-compliance.

**17.10.2** If at any time any of the Insurances ceases to be in full force and effect, each of the Indemnitees will be entitled (but not bound), without prejudice to any rights of LESSOR or any other Indemnatee under this Lease:

- (i) to pay the premiums due or to effect and maintain insurances satisfactory to it or otherwise remedy LESSEE's failure in such manner, including to effect and maintain an "owner's interest" policy, as it considers appropriate. Any sums so expended by LESSOR and/or such Indemnatee will become immediately due and payable by LESSEE to LESSOR or, as applicable, the relevant Indemnatee, together with Default Interest thereon, from the date of expenditure by LESSOR or the relevant Indemnatee up to the date of reimbursement by LESSEE; and

(ii) at any time while such failure is continuing, to require the Aircraft to remain at an airport or to proceed to and remain at an airport designated by LESSOR until the Insurances are in full force and effect.

**17.11 Pre-Delivery Work or Delivery of Aircraft with Spare Engine.** In the event it is necessary for LESSOR, Owner, any Servicer or any Affiliate of any of the foregoing to enter into agreements with one or more Persons for (a) the maintenance, repair or modification of the Aircraft (including any Engine or the APU) or (b) the purchase or lease of a spare engine, APU or other equipment so that the Aircraft (including any Engine or the APU) will be ready for Delivery, LESSEE agrees at LESSOR's request to add each such Person as an additional insured to the policies effected hereunder, with waivers of subrogation, and that each such Person will be an "**Indemnitee**" for the purposes of this Lease.

**17.12 Insurances for Subleases.** LESSEE will at all times carry the types of insurance and amounts of insurance (including deductibles) described in Exhibit B on a contingent basis during the term of any sublease of the Aircraft pursuant to Article 11. Prior to commencement of the sublease, LESSOR will receive certificates of insurance evidencing both the sublessee's coverages and LESSEE's contingent coverages.

**17.13 Changes to Insurance Market.** LESSEE and LESSOR will from time to time during the Lease Term review what insurance terms and products may be then customary in the airline industry for aircraft of the same type as the Aircraft. LESSEE upon receipt of written notice from LESSOR will, at LESSEE's sole expense, effect such other insurance or variations to the Insurances as may be customary and at the time commonly available in the insurance market.

**17.14 Insurance for Wet Lease Operations.** In the event LESSEE is performing wet lease operations with the Aircraft pursuant to Article 11.7 and the wet lessee is carrying the primary passenger, baggage and cargo liability insurance with respect to such operations, then such insurance must meet the requirements of Exhibit B, including with respect to the amounts of coverage, the naming of LESSOR and the other Indemnitees as additional insureds and the inclusion of the other endorsements set forth in Exhibit B. Moreover, LESSEE will at all times carry contingent passenger, baggage and cargo liability insurances for such flights. Prior to commencement of wet lease operations for a particular wet lessee, LESSOR will receive certificates of insurance from the insurance brokers for LESSEE and, if applicable, the wet lessee evidencing such coverages.

**17.15 Continuation of Insurances.** LESSEE will maintain (at no cost to LESSOR) insurance after the Termination Date with respect to its liability under the indemnities in Article 16 (including general third party liability, products liability insurance and war risks liability insurance as described in, and in full compliance with each of the requirements of, Exhibit B) for such period as LESSOR may reasonably require (but in any event for not more than two years), and such insurance will provide for each Indemnitee to be named as additional insured. LESSEE's

obligation under this Article 17.15 will not be affected by LESSEE ceasing to be lessee of the Aircraft or any Indemnities ceasing to have any interest in respect of the Aircraft.

**17.16**                    **Application of Insurance Proceeds for Third Party Liability.** As between LESSOR and LESSEE, all insurance proceeds in respect of third party liability will, except to the extent paid by the insurers to the relevant third party, be paid in satisfaction of the relevant liability or to LESSOR or any other Indemnatee in reimbursement of any payment so made by LESSOR or such Indemnatee in respect of such liability.

## **ARTICLE 18 LOSS, DAMAGE AND REQUISITION**

Throughout the Lease Term and until the Termination Date, LESSEE will bear all risk of loss, theft, damage and destruction to the Aircraft.

### **18.1 Definitions.** In this Article 18 and this Lease:

**"Net Total Loss Proceeds"** means the Total Loss Proceeds actually received by LESSOR (and/or any other Relevant Party, to the extent required by Article 17 and Exhibit B) following a Total Loss, less any legal and other out-of-pocket expenses, taxes or duties incurred by each of LESSOR and any such other Relevant Party in connection with the collection of such proceeds.

**"Total Loss"** means any of the following in relation to the Aircraft, Airframe, any Engine or the APU and **"Total Loss Date"** means the date set forth in parentheses after each Total Loss:

- (a) destruction, damage beyond repair or being rendered permanently unfit for normal use for any reason (the date such event occurs or, if not known, the date on which the Aircraft, Airframe, Engine or APU was last heard of);
- (b) actual, constructive, compromised, arranged or agreed total loss (the earlier of the date on which the loss is agreed or compromised by the insurers or 45 days after the date of notice to LESSEE's brokers or insurers claiming such total loss);
- (c) requisition of title, confiscation, forfeiture or any compulsory acquisition or other similar event (the date on which the same takes effect);
- (d) sequestration, detention, seizure or any similar event for more than 60 consecutive days (the earlier of the date on which insurers make payment on the basis of a total loss or the date of expiration of such period);
- (e) requisition for use for more than 180 consecutive days, except as set forth in Article 18.9 (the earlier of the date on which the insurers make payment on the basis of a total loss or the date of expiration of such period);
- (f) in the case of an Engine, the event described in Article 12.8.3 (the date on which the same takes effect);
- (g) any sale of the Aircraft in connection with Eurocontrol or other navigation or airport charges (the date on which the sale occurs);



(h) any sale of the Aircraft in connection with a LESSEE bankruptcy, whether by an administrator, trustee or court (the date on which the intent to sell the Aircraft becomes known); or

(i) any other occurrence not permitted under this Lease which deprives LESSEE of use or possession for a period of 60 consecutive days or longer (the sixtieth day of such period).

**"Total Loss Proceeds"** means the proceeds of any insurance or any compensation or similar payment arising in respect of a Total Loss.

**18.2** **Notice of Total Loss.** LESSEE will notify LESSOR in writing within two Business Days after a Total Loss Date of the Aircraft, Airframe, any Engine or the APU.

**18.3** **Total Loss of Aircraft or Airframe.** If the Total Loss of the Aircraft or Airframe occurs during the Lease Term, the following will occur:

**18.3.1** After the Total Loss Date and until receipt by LESSOR (and/or any other Relevant Party, to the extent required by Article 17 and Exhibit B) of an amount equal to the Agreed Value and all other amounts then due under this Lease, LESSEE will continue to pay Base Rent and all other amounts that become due under the Operative Documents and the parties will perform all of their other obligations under this Lease and the other Operative Documents.

**18.3.2** On the date which is the earlier of the following dates:

(a) [REDACTED] the Total Loss Proceeds of the Aircraft or the Airframe are paid by LESSEE's insurance underwriters or brokers and

(b) the date which falls [REDACTED] after the Total Loss Date,

LESSEE will pay to LESSOR (and/or to any other Relevant Party directly, to the extent required by Article 17 and Exhibit B) an amount equal to the sum of:

(x) the Agreed Value and

(y) all other amounts then due under this Lease,

less an amount equal to the Net Total Loss Proceeds received by LESSOR (and any such other Relevant Party) as of such date.

**18.3.3** LESSOR will procure that the Net Total Loss Proceeds and any amounts received from LESSEE pursuant to Article 18.3.2 are applied as follows:

- (a) first, in discharge of any Rent and any other amounts then due under this Lease and the other Operative Documents;
- (b) second, in discharge of the Agreed Value; and
- (c) third, payment of the balance, if any, to LESSEE.

**18.3.4** Upon receipt by LESSOR (and/or any other Relevant Party, to the extent required by Article 17 and Exhibit B) of all amounts payable by LESSEE in accordance with Article 18.3, and provided no Default or Event of Default has occurred and is continuing, Base Rent will cease to be payable and the leasing of the Aircraft under this Lease will thereupon immediately terminate, but without prejudice to any continuing obligations of LESSEE hereunder (including LESSEE's obligations under Article 10.5, Article 15 and Article 16).

FOR AVOIDANCE OF DOUBT, THE AGREED VALUE OF THE AIRCRAFT WILL BE PAYABLE PURSUANT TO THIS ARTICLE 18.3 WHEN A TOTAL LOSS OF THE AIRFRAME OCCURS EVEN IF THERE HAS NOT BEEN A TOTAL LOSS OF AN ENGINE, ENGINES OR THE APU.

**18.4** **Surviving Engine(s).** If a Total Loss of the Airframe occurs and there has not been a Total Loss of an Engine or Engines, then, provided no Default or Event of Default has occurred and is continuing, at the request of LESSEE (subject to agreement of relevant insurers) and on receipt of all monies due under Article 18.3 and payment by LESSEE of all airport, navigation and other charges on the Aircraft, LESSOR will procure that Owner transfer all its right, title and interest in the surviving Engine(s) to LESSEE, but without any responsibility, condition or warranty on the part of LESSOR or Owner other than as to freedom from any LESSOR's Lien.

**18.5** **Total Loss of Engine and not Airframe.**

**18.5.1** Upon a Total Loss of any Engine not installed on the Airframe or a Total Loss of an Engine installed on the Airframe not involving a Total Loss of the Airframe, LESSEE will replace such Engine as soon as reasonably possible by duly conveying to Owner title to another engine from LESSEE (or another Person with a net worth at least equal to that of LESSEE) (a) free and clear of all Security Interests (except Permitted Liens) of any kind or description, (b) in airworthy condition and of the same or improved model, service bulletin and modification status and having a value and utility at least equal to the Engine which sustained the Total Loss, (c) not older (by reference to serial number or manufacture date) than the oldest of the Engines delivered by LESSOR to LESSEE with the Aircraft on the Delivery Date, (d) in the same or better operating condition as the Engine which sustained a Total Loss, including time in service, Flight Hours and Cycles since new and Flight Hours and Cycles available to the next inspection, Overhaul or scheduled or anticipated removal, and (e) which has not been operated and does not have any modules that have been operated at a higher thrust

rating than the Engine which sustained the Total Loss. Such replacement engine will be an "Engine" as defined in this Lease and the Engine which sustained such Total Loss will cease to be an "Engine".

**18.5.2** LESSEE agrees at its own expense to take such action as LESSOR may reasonably request in order that any such replacement Engine becomes the property of Owner and is leased hereunder on the same terms as the destroyed Engine. LESSEE's obligation to pay Rent will continue in full force and effect, but an amount equal to the Net Total Loss Proceeds received by LESSOR with respect to such destroyed Engine will, subject to LESSOR's right to deduct therefrom any amounts then due and payable by LESSEE under this Lease, be paid to LESSEE.

**18.5.3** Notwithstanding Articles 18.5.1 and 18.5.2, if at the time of a Total Loss of an Engine not installed on the Aircraft or a Total Loss of an Engine installed on the Airframe not involving a Total Loss of the Airframe, LESSOR and LESSEE are parties to a spare engine lease pursuant to which LESSOR is leasing a spare engine to LESSEE of the same model and type as the Engine which has suffered such Total Loss, LESSOR will receive from LESSEE the replacement cost of the Engine instead of accepting a replacement engine. One of such LESSOR spare engines will then be substituted under this Lease for the Engine which suffered such Total Loss and the applicable spare engine lease will terminate.

## **18.6 Total Loss of APU.**

**18.6.1** Upon a Total Loss of the APU when not installed on the Airframe or a Total Loss of the APU while installed on the Airframe not involving a Total Loss of the Airframe, LESSEE will replace such APU as soon as reasonably possible by duly conveying to Owner title to another auxiliary power unit (a) free and clear of all Security Interests (except Permitted Liens) of any kind or description, (b) in airworthy condition and of the same or improved model, service bulletin and modification status and having a value and utility at least equal to the APU which sustained the Total Loss, (c) not older (by reference to serial number or manufacture date) than the APU delivered by LESSOR to LESSEE with the Aircraft on the Delivery Date and (d) in the same or better operating condition as the APU which sustained the Total Loss, including time in service, Flight Hours and Cycles since new and Flight Hours and Cycles available to the next inspection, Overhaul or scheduled or anticipated removal. Such replacement auxiliary power unit will be the "APU" as defined in this Lease and the auxiliary power unit which sustained such Total Loss will cease to be the "APU".

**18.6.2** LESSEE agrees at its own expense to take such action as LESSOR may reasonably request in order that any such replacement APU becomes the property of Owner and is leased hereunder on the same terms as the destroyed APU. LESSEE's obligation to pay Rent will continue in full force and effect, but an amount equal to the Net Total Loss Proceeds received by LESSOR with respect to such destroyed APU will, subject to LESSOR's right to

deduct therefrom any amounts then due and payable by LESSEE under this Lease, be paid to LESSEE.

## **18.7 Other Loss or Damage.**

**18.7.1** If the Aircraft or any Part thereof suffers loss or damage not constituting a Total Loss of the Aircraft or the Airframe or any Engine or the APU, all the obligations of LESSEE under this Lease (including payment of Rent) will continue in full force.

**18.7.2** In the event of any loss or damage to the Aircraft or Airframe which does not constitute a Total Loss of the Aircraft or the Airframe, or any loss or damage to an Engine or the APU which does not constitute a Total Loss of such Engine or the APU, LESSEE will at its sole cost and expense fully and promptly repair the Aircraft, Engine or APU in order that the Aircraft, Engine or APU is placed in an airworthy condition and substantially the same condition as it was prior to such loss or damage. All repairs will be performed in a manner which preserves and maintains all warranties and service life policies to the same extent as they existed prior to such loss or damage. LESSEE will notify LESSOR forthwith of any loss, theft or damage to the Aircraft for which the cost of repairs is estimated to exceed the Damage Proceeds Threshold, together with LESSEE's proposal and timetable for carrying out the repair. In the event that LESSOR does not agree with LESSEE's proposal for repair, LESSOR will so notify LESSEE within two Business Days after its receipt of such proposal. LESSEE and LESSOR will then consult with Manufacturer and LESSEE and LESSOR agree to accept as conclusive, and be bound by, Manufacturer's directions or recommendations as to the manner in which to carry out such repairs. If Manufacturer declines to give directions or recommendations, LESSEE will carry out the repairs in accordance with the directions of LESSOR. If the Aircraft is airworthy or the Engine or APU serviceable notwithstanding the loss or damage, LESSEE will repair such Aircraft, Engine or APU, as the case may be, within the time frame reasonably established by LESSOR given the circumstances.

**18.7.3** All insurance proceeds from any damage or loss to the Aircraft, any Engine, the APU or any Part occurring during the Lease Term not constituting a Total Loss and in excess of the Damage Proceeds Threshold will be paid to a Maintenance Performer (or to reimburse LESSEE) for repairs or replacement property upon LESSOR being satisfied that the repairs or replacement have been accomplished in accordance with this Lease. All insurance proceeds in amounts less than the Damage Proceeds Threshold may be paid by the insurer directly to LESSEE or, at LESSEE's option, to a Maintenance Performer. If at the time of the payment of any such insurance proceeds a Default or Event of Default has occurred and is continuing, all such proceeds will be paid to or retained by LESSOR (so long as such Default or Event of Default is continuing) to be applied toward payment of any amounts which may be or become payable by LESSEE in such order as LESSOR sees fit or as LESSOR may elect.

**18.8 Copies of Insurance and Reinsurance Policies.** Promptly after the occurrence of a partial loss or Total Loss of the Aircraft, an Engine or the APU, LESSEE will

provide LESSOR with copies of LESSEE's insurance and, if applicable, reinsurance, policies in all cases with commercially sensitive information, such as premium rates, redacted.

**18.9**                    **Government Requisition.** If the Aircraft, Airframe, any Engine or the APU is requisitioned for use by any Government Entity, LESSEE will promptly notify LESSOR of such requisition. All of LESSEE's obligations hereunder will continue as if such requisition had not occurred. So long as no Default or Event of Default has occurred and is continuing, all payments received by LESSOR or LESSEE from such Government Entity will be paid over to or retained by LESSEE. If a Default or Event of Default has occurred and is continuing, all payments received by LESSEE or LESSOR from such Government Entity may be used by LESSOR to satisfy any obligations owing by LESSEE.

**ARTICLE 19 REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE**

**19.1 Representations and Warranties.** LESSEE represents and warrants the following to LESSOR as of the date of execution of this Lease and as of the Delivery Date:

**19.1.1 Status.** LESSEE is a company validly existing and in good standing under the Laws of Mexico. Subject to approval by the Bankruptcy Court of the transactions contemplated by this Agreement, it has the power and authority to carry on its business as presently conducted and to perform its obligations under this Lease and the other Operative Documents.

**19.1.2 Governmental Approvals.** Subject to approval by the Bankruptcy Court of the transactions contemplated by this Agreement, no authorization, approval, consent, license or order of, or registration with, or the giving of notice to the Aviation Authority or any other Government Entity is required for the valid authorization, execution, delivery and performance by LESSEE of its obligations under this Lease and the other Operative Documents, except as will have been duly effected as of the Delivery Date.

**19.1.3 Binding.** Subject to approval by the Bankruptcy Court of the transactions contemplated by this Agreement, (i) LESSEE's Board of Directors has authorized LESSEE to enter into this Lease and the other Operative Documents and to perform its obligations under the Operative Documents, and (ii) this Lease and the other Operative Documents have been duly executed and delivered by LESSEE and represent the valid and binding obligations of LESSEE, enforceable in accordance with their terms except as enforceability may be limited by bankruptcy, insolvency, reorganization or other Laws of general application affecting the enforcement of creditors' rights. When executed by LESSEE at Delivery, the same will apply to the Acceptance Certificate.

**19.1.4 No Breach.** The execution and delivery of the Operative Documents, the consummation by LESSEE of the transactions contemplated in this Lease and compliance by LESSEE with the terms and provisions of this Lease and the other Operative Documents do not and will not contravene any provision of LESSEE's constitutional documents or any Law applicable to LESSEE, or result in any breach of or constitute any default under or result in the creation of any Security Interest upon any property of LESSEE pursuant to any indenture, mortgage, chattel mortgage, deed of trust, conditional sales contract, bank loan or credit agreement, charter, bylaw or other agreement or instrument to which LESSEE is a party or by which LESSEE or its properties or assets may be bound or affected. When executed by LESSEE at Delivery, the same will apply to the Acceptance Certificate.

**19.1.5 Filings.** Except for any filing or recording that may be required under the Mexican Aeronautic Registry and except for the registration of the International Interests

resulting from the leasing of the Aircraft by LESSOR to LESSEE, no filing or recording of any instrument or document (including the filing of any financial statement) is necessary under the Laws of the State of Registration in order for this Lease to constitute a valid and perfected lease of record relating to the Aircraft.

**19.1.6** Translation or Notarization. Except for the Spanish translation and apostille of the Lease and of the documents evidencing the ownership rights of LESSOR in respect to the Aircraft by a translator duly approved by the Superior Tribunal of Justice of Mexico City or by the Council of the Federal Judicature, none of this Lease nor any other Operative Document needs to be translated, notarized, legalized, apostilled or consularized as a condition to the legality, validity, filing, enforceability or admissibility in evidence thereof.

**19.1.7** Licenses. LESSEE holds all licenses, certificates and permits from applicable Government Entities in Mexico for the conduct of its business as a certificated air carrier and performance of its obligations under this Lease and the other Operative Documents.

**19.1.8** No Suits. To LESSEE's knowledge after reasonable inquiry, other than with respect to the Bankruptcy Cases, there are no suits, arbitrations or other proceedings taking place, pending or threatened before any court, arbitration panel or administrative agency against or affecting LESSEE or any of its Affiliates which, if adversely determined, would have a material adverse effect on the business, assets or condition (financial or otherwise) of LESSEE or its ability to perform under this Lease, except as described in the financial statements provided to LESSOR pursuant to Article 21.

**19.1.9** No Withholding. LESSEE is not required by applicable Law to deduct or withhold any Tax from any amount payable by LESSEE under this Lease or any other Operative Document.

**19.1.10** No Restrictions on Payments. Under the Laws of Mexico, there are no present restrictions on LESSEE making the payments required by this Lease or the other Operative Documents.

**19.1.11** General Obligations. The obligations of LESSEE under this Lease are direct, general and unconditional obligations of LESSEE and rank or will rank at least pari passu with all other present and future unsecured and unsubordinated obligations (including contingent obligations) of LESSEE, with the exception of such obligations as are mandatorily preferred by law and not by reason of any encumbrance.

**19.1.12** No Sovereign Immunity. LESSEE, under the Laws of Mexico or of any other jurisdiction affecting LESSEE, is subject to private commercial law and suit. Neither LESSEE nor its properties or assets is entitled to sovereign immunity under any such Laws. LESSEE's performance of its obligations hereunder and under the other Operative Documents constitute commercial acts done for commercial purposes.



**19.1.13** Tax Returns. LESSEE has duly filed all Tax returns that it is required by applicable Law to file and has duly paid all Taxes that it is required by applicable Law to pay.

**19.1.14** No Default or Event of Default under this Lease. No Default or Event of Default has occurred and is continuing under this Lease and the financial statements provided to LESSOR pursuant to Article 21 fairly present the financial condition of LESSEE as of the date of such financial statements; provided that (a) notwithstanding anything to the contrary in this Agreement, from and after the SPA Effective Date (as defined in the Sale and Purchase Agreement), the existence and continuation of the Bankruptcy Cases will not be considered an Event of Default pursuant to [REDACTED], (b) LESSOR hereby agrees that no Event of Default shall arise or exist under [REDACTED], whether before or after the SPA Effective Date, as a result of [REDACTED], and (c) LESSOR hereby waives any Event of Default under [REDACTED] that may exist on the Effective Date and that arises from [REDACTED].

**19.1.15** Cape Town Convention. LESSEE is situated in a contracting state, and the Aircraft and each Engine constitutes an aircraft object, for purposes of the Cape Town Convention. LESSEE is duly qualified and holds a current and valid account as a transacting user entity at the International Registry and is capable of consenting to registrations and discharges of International Interests in accordance with the regulations and procedures established by the International Registry under the Cape Town Convention.

**19.2** Covenants. LESSEE covenants to LESSOR that it will comply with the following throughout the entire Lease Term:

**19.2.1** Licensing. LESSEE will hold all licenses, certificates and permits from applicable Government Entities in Mexico for the conduct of its business as a certificated air carrier and performance of its obligations under this Lease and the other Operative Documents. LESSEE will advise LESSOR promptly in the event any such licenses, certificates or permits are cancelled, terminated, revoked or not renewed.

**19.2.2** Payments. If at any time any such restrictions may be applicable, LESSEE will obtain all certificates, licenses, permits, exemptions and other authorizations which are from time to time required for the making of the payments required by this Lease and the other Operative Documents on the dates and in the amounts and currency which are stipulated hereunder and thereunder, and will maintain the same in full force and effect for so long as the same will be required.

**19.2.3** Sovereign Immunity. LESSEE, under the Laws of Mexico or of any other jurisdiction affecting LESSEE, will continue to be subject to private commercial law and suit. Neither LESSEE nor its properties or assets will be entitled to sovereign immunity under any such Laws. LESSEE's performance of its obligations hereunder and under the other Operative Documents will constitute commercial acts done for commercial purposes. LESSEE will advise LESSOR promptly of any change in the foregoing.



**19.2.4** Information about Suits. LESSEE will promptly give to LESSOR a notice in writing of any suit, arbitration or proceeding before any court, arbitration panel, administrative agency or Government Entity not disclosed in LESSEE's public stock market filings which, if adversely determined, would materially adversely affect LESSEE's ability to perform under this Lease and the other Operative Documents.

**19.2.5** Information about Labor Proceedings. LESSEE will notify LESSOR promptly of any labor related conflict between LESSEE and its workers not disclosed in LESSEE's public stock market filings which, if adversely determined, would materially affect LESSEE's operations for a period of more than thirty consecutive days or its ability to perform under this Lease, with the understanding that by being the property of LESSOR, neither the Aircraft nor any Part thereof can be the subject of securement, trusteeship, attachment, deposit, lien, invasion, or seizure by the workers whether or not such act is the result of an order from the competent labor authorities, and LESSEE shall immediately take all steps to defend and promptly release the Aircraft or any Part thereof from any such securement, trusteeship, deposit, lien, invasion or seizure. To the extent that any rights of ownership in respect to the Aircraft or any Part thereof will be challenged in any form in result of such proceedings or in the event that any rights in respect to the Aircraft or any Part thereof shall be required to be exercised solely by LESSOR or Owner, LESSEE will grant, by filing of a specific petition at the Federal Board of Conciliation and Arbitration of Mexico, at the request of LESSOR authorization for the representatives of LESSOR to have access to all information available in respect to such proceedings solely for the purpose of acting in defense of the rights in rem of LESSOR and/or Owner in the Aircraft. LESSEE will for such purpose, at the request of LESSOR or Owner, acknowledge before the Federal Board of Conciliation and Arbitration or before any judicial authority the right of ownership of LESSOR and/or Owner in respect of the Aircraft and inform and demonstrate to such authorities as applicable by adequate evidence furnished by LESSOR and as often as it may be required by LESSOR and/or Owner that the Aircraft is owned by LESSOR, that the relationship between LESSOR and LESSEE is strictly of a commercial nature and limited to the scope of this Lease and that LESSEE otherwise has no right, title or interest in the Aircraft and the Aircraft does not constitute any part of its assets.

**19.2.6** Restrictions on Mergers. LESSEE will not sell or convey substantially all of its property and assets or merge or consolidate with or into any other Person unless LESSEE has obtained LESSOR's prior written consent, except that LESSEE may merge or consolidated with a Person that is an Affiliate of LESSEE so long as LESSEE is the surviving Person after completion of such transaction.

**19.2.7** Restriction on Relinquishment of Possession. LESSEE will not, without the prior consent of LESSOR, deliver, transfer or relinquish possession of the Aircraft except in accordance with Article 11 and Article 12.

**19.2.8** No Security Interests. LESSEE will not create or agree to or permit to arise any Security Interest (other than Permitted Liens) on or with respect to the Aircraft, title thereto or

any interest therein. LESSEE will forthwith, at its own expense, take all action as may be necessary to discharge or remove any such Security Interest if it exists at any time. LESSEE will within 24 hours after becoming aware of the existence of any such Security Interest give written notice thereof to LESSOR.

**19.2.9** Representations to Other Parties. LESSEE will not represent or hold out LESSOR or any other Relevant Party as carrying goods or passengers on the Aircraft or as being in any way connected or associated with any operation of the Aircraft.

**19.2.10** Removal from Revenue Service. If at any time during the Lease Term LESSEE intends to remove the Aircraft from revenue service for longer than three months, or if the Aircraft is in fact removed from revenue service for longer than three months for any reason other than for maintenance performed in accordance with Article 12, LESSEE will immediately notify LESSOR in writing.

**19.2.11** Taxes and Claims. LESSEE will pay or cause to be paid (a) all Taxes required by applicable Law to be paid by it (whether such Taxes are imposed upon it or upon its income and profits or upon any property belonging to it or otherwise) prior to the date on which any penalty accrues, except Taxes which it is contesting in good faith by appropriate proceedings provided that such contest does not involve any risk of criminal or civil penalty or sale, forfeiture, confiscation, seizure, detention or loss of, or the imposition of any Security Interest on, the Aircraft or any part thereof or any interest therein, and (b) all other lawful claims which, if not paid, are reasonably likely to result in the imposition of a Security Interest upon its property or upon the Aircraft or any part thereof.

**19.2.12** Continuing Compliance. Neither LESSEE, nor any officer or director of LESSEE, will be a Prohibited Person. LESSEE will comply with all Financial Conduct Laws insofar as they relate to the transactions contemplated by this Lease.

**ARTICLE 20     REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSOR**

**20.1             Representations and Warranties.** LESSOR represents and warrants the following to LESSEE as of the date of execution of the Lease and as of the Delivery Date (IT BEING UNDERSTOOD AND AGREED THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED HAVE BEEN WAIVED IN ACCORDANCE WITH ARTICLE 8):

**20.1.1             Corporate Status.** LESSOR is a private limited company duly organized and validly existing under the Laws of Ireland. LESSOR has the power and authority to carry on its business as presently conducted and to perform its obligations hereunder and under the other Operative Documents.

**20.1.2             Governmental Approvals.** No authorization, approval, consent, license or order of, or registration with, or the giving of notice to any Government Entity is required for the valid authorization, execution, delivery and performance by LESSOR of this Lease and the other Operative Documents.

**20.1.3             Binding.** This Lease and the other Operative Documents have been duly authorized, executed and delivered by LESSOR and represent the valid and binding obligations of LESSOR, enforceable in accordance with their terms except as enforceability may be limited by bankruptcy, insolvency, reorganization, examinership, moratorium or other Laws of general application affecting the enforcement of creditors' rights.

**20.1.4             No Breach.** The execution and delivery of the Operative Documents, the consummation by LESSOR of the transactions contemplated in this Lease and compliance by LESSOR with the terms and provisions of this Lease and the other Operative Documents do not and will not contravene any Law applicable to LESSOR, or result in any breach of or constitute any default under any indenture, mortgage, chattel mortgage, deed of trust, conditional sales contract, bank loan or credit agreement, charter, bylaw or other agreement or instrument to which LESSOR is a party or by which LESSOR or its properties or assets may be bound or affected.

**20.1.5             Title to Aircraft.** As of Delivery, Owner will have valid and legal title to the Aircraft.

**20.2             Covenant of Quiet Enjoyment.** Provided no Default or Event of Default has occurred and is continuing, none of LESSOR nor any Person lawfully claiming through LESSOR will interfere with LESSEE's quiet use, possession and enjoyment of the Aircraft in accordance with the terms of this Lease, but the exercise by LESSOR of its rights under or in respect of this Lease or any of the other Operative Documents will not constitute such an interference.

**20.3** **Tax Certificate.** As soon as practicably available to Beneficial Owner, upon request by LESSEE, but not more than once annually, Beneficial Owner will provide LESSEE with a certificate from the competent tax authority in its jurisdiction of tax residency confirming that Beneficial Owner is a resident in such jurisdiction for the purposes of the relevant double taxation agreement **provided that** such competent tax authority continues to routinely issue such certificates.

**ARTICLE 21 FINANCIAL AND OTHER INFORMATION**

LESSEE agrees to furnish each of the following to LESSOR:

- (a) within [REDACTED] after the end of each fiscal quarter of LESSEE, a copy of the unaudited consolidated financial statements (including a balance sheet and profit and loss statement) prepared for such quarter in accordance with generally accepted accounting principles in Mexico;
- (b) (i) within [REDACTED] after the end of each fiscal year of LESSEE, a Spanish-language copy of the audited consolidated financial statements (including a balance sheet and profit and loss statement) prepared as of the close of such fiscal year in accordance with generally accepted accounting principles in Mexico, (ii) within 150 days after the end of each fiscal year, an English-language translation of such audited consolidated financial statements;
- (c) promptly after distribution, a copy of all reports and financial statements which LESSEE sends or makes available to its equity holders or creditors;
- (d) within 10 days of request by LESSOR (which request will not be made more than one time in any one calendar year), a certificate of an officer of LESSEE stating that, to the best of LESSEE's knowledge, no Default or Event of Default then exists under this Lease; and
- (e) from time to time, such other reasonable information as LESSOR, Owner, any Servicer or any Finance Party may reasonably request concerning the Aircraft, Aircraft Activity or the financial condition of LESSEE.

## **ARTICLE 22 RETURN OF AIRCRAFT**

**22.1 Date of Return.** LESSEE will return the Aircraft, Engines, APU, Parts and Aircraft Documentation to LESSOR on the Expiration Date, unless a Total Loss of the Aircraft occurred prior to the Expiration Date and the leasing of the Aircraft under this Lease was terminated early in accordance with Article 18.3. If an Event of Default occurs hereunder by LESSEE failing to return the Aircraft on the Expiration Date or if an Event of Default occurs prior to or after the Expiration Date and LESSOR repossesses the Aircraft, the return requirements set forth in this Article 22 nonetheless must be met on the date the Aircraft is actually returned to LESSOR or repossessed by LESSOR.

**22.2 Payments from LESSEE.** No later than [REDACTED] prior to the Expiration Date, LESSEE will provide LESSOR with an estimate of the total amount to be paid by LESSEE pursuant to Article 22.11 and will supply LESSOR with supporting data. LESSEE and LESSOR will discuss LESSEE's estimate and mutually agree upon an estimated amount. Immediately prior to return, LESSEE and LESSOR will recalculate the total amount actually owed by LESSEE to LESSOR pursuant to Article 22.11 and LESSEE will pay such amount due prior to return of the Aircraft. LESSEE will not be obligated to pay Base Rent in respect of any period after the date on which the Aircraft complies with the conditions set forth in this Article 22, [REDACTED].

**22.3 Technical Report.** No later than [REDACTED] prior to the Expiration Date (and in an updated form at return of the Aircraft), LESSEE will provide LESSOR with a Technical Evaluation Report and, in addition upon LESSOR's request, will make copies available of (a) drawings of the interior configuration of the Aircraft both as it presently exists and as it will exist at return, (b) an Airworthiness Directive status list, (c) a service bulletin incorporation list, (d) rotatable tracked, hard time and life limited component listings, (e) a list of modifications, alterations and repairs, (f) interior material burn certificates, (g) the Maintenance Program, (h) the complete worksopes for the checks, inspections and other work to be performed prior to return, (i) a forecast of the checks, inspections and other work to be performed within the clearance period after return of the Aircraft as set forth in the definition of "Return Check", (j) a list of all no charge service bulletin kits with respect to the Aircraft which were ordered by LESSEE from Manufacturer or Engine Manufacturer, (k) current Engine disk sheets, (l) last Engine shop visit reports, (m) takeoff and cruise trend reports for the last 12 months, (n) a report of total flights for each route (by city pair) on which each Engine was operated for the 12 months prior to the date on which LESSEE provides such report to LESSOR, (o) an Engine Redelivery Report furnished with respect to each Engine by the Engine Manufacturer and (p) any other data which is reasonably requested by LESSOR. For avoidance of doubt, the delivery of the Technical Evaluation Report by LESSEE will not limit or otherwise prejudice LESSOR's right to inspect the Aircraft pursuant to Article 12.13.

**22.4** **Technical Return Location, Return Location and Ferry Flight.** The LESSOR's inspection of the Aircraft pursuant to Article 22.7 shall take place at [REDACTED] (the "**Technical Return Location**"). Following completion of LESSOR's inspection of the Aircraft pursuant to Article 22.7 and subject to LESSOR's technical acceptance of the Aircraft as evidenced by LESSOR's execution of the Technical Return Acceptance Certificate, LESSEE, at its expense and risk, will ferry the Aircraft, Engines, APU, Parts and Aircraft Documentation to LESSOR from the Technical Return Location to a location in in the contiguous United States of America to be mutually agreed between LESSEE and LESSOR (the "**Return Location**"). LESSOR and LESSEE agree to cooperate reasonably in selecting a Return Location so as to lawfully reduce or eliminate any taxes or Taxes arising from return of the Aircraft.

**22.5** **Full Aircraft Documentation Review.** For the period commencing at least [REDACTED] prior to the proposed return date and continuing until the date on which the Aircraft is returned to LESSOR in the condition required by this Lease, LESSEE will provide for the review of LESSOR or its representatives all of the Aircraft records and historical documents described in Exhibit L together with the original of the Aircraft Certificate of Registration issued by the Mexican Aeronautic Registry and a copy of the importation document (pedimento de importación) issued by the Customs Authority of Mexico, in one central room with access to telephone, photocopy, fax and internet connections at the Aircraft return location. At the commencement of such period, any such Aircraft records and historical documents that have been maintained in an Electronic Records Format will be provided to LESSOR in CD format or other electronic format acceptable to LESSOR, and LESSOR or its representatives will be able to electronically access and download any such Aircraft records or historical documents from such time until the return of the Aircraft to LESSOR.

**22.6** **Maintenance Policies and Procedures Manuals.** At return of the Aircraft and at LESSOR's request for the purposes of bridging and demonstrating to the next operator and its aviation authority how the Aircraft has been maintained, LESSEE will provide LESSOR with copies of its Maintenance Program (together with cross-references to each applicable MPD task), general maintenance manual, general policies and procedures manual, or their equivalents, and any other related controlled documentation which affects the Aircraft. Recognizing that LESSEE's maintenance policies and procedures manuals are proprietary to LESSEE, LESSOR agrees that they will be only utilized as set forth in Article 12.12 and this Article 22.6.

**22.7** **Aircraft Inspection.**

**22.7.1** During the maintenance checks performed prior to the proposed return date and at the actual return of the Aircraft, LESSOR or its representatives will have an opportunity to observe functional and operational system checks, perform a visual inspection of the Aircraft (taking into account the Aircraft type, age, use and other known factors with respect to the Aircraft) and perform a full inspection of the Aircraft Documentation (including records and manuals), it being understood that any inspection by LESSOR, its authorized agents or representatives during a "C" or equivalent check will be carried out on a timeline consistent



with the work schedule and will not require the opening of panels not required to be opened by the workscope for such check. Any deficiencies from the Aircraft return condition requirements set forth in this Article 22 will be corrected by LESSEE at its cost prior to return of the Aircraft.

**22.7.2** Following the performance of the Return Check (pursuant to Article 22.10.1) and immediately prior to the video borescope (pursuant to Article 22.10.7) and the return of the Aircraft to LESSOR, LESSEE will carry out for LESSOR and/or LESSOR's representatives an Aircraft acceptance flight which will be for not less than one hour and not more than two hours in which standard revenue flight profiles are demonstrated. Flight costs and fuel will be furnished by and at the expense of LESSEE. Any deficiencies from the Aircraft return condition requirements set forth in this Article 22 will be corrected by LESSEE at its cost prior to return of the Aircraft.

## **22.8 Certificate of Airworthiness Matters.**

**22.8.1** The Aircraft will possess a current Certificate of Airworthiness issued by the Aviation Authority (although this Certificate of Airworthiness may later be replaced by an Export Certificate of Airworthiness or equivalent if requested by LESSOR pursuant to Article 22.14). In addition, even if LESSEE must perform engineering, maintenance and repair work on the Aircraft beyond the requirements of Article 12, the Aircraft at return must be in the condition required in order to meet the requirements for issuance of a U.S. Standard Certificate of Airworthiness for transport category aircraft issued by the FAA in accordance with FAR Part 21 and, in addition, to meet the operating requirements of FAR Part 121 (as in effect on the Delivery Date).

**22.8.2** At LESSOR's request, LESSEE at its cost will demonstrate that the Aircraft meets the requirements for issuance of a U.S. Standard Certificate of Airworthiness for transport category aircraft specified in Article 22.8.1 by delivering to LESSOR at LESSOR's option either an actual U.S. Standard Certificate of Airworthiness (if the Aircraft is to be registered in the U.S.) or a letter acceptable to LESSOR signed by an FAA Designated Airworthiness Representative (DAR) or another Person acceptable to LESSOR stating that the DAR or such Person has inspected the Aircraft and Aircraft Documentation (including records and manuals) and has found that the Aircraft meets the requirements for issuance of a U.S. Standard Certificate of Airworthiness for transport category aircraft in accordance with FAR Part 21 and, in addition, meets the operating requirements of FAR Part 121.

**22.8.3** If the Aircraft is to be registered in a country other than the U.S. after return from LESSEE, with no less than six months prior notice to LESSEE, LESSOR may in its sole discretion waive the requirements of Article 22.8.2 and instead require that LESSEE at its expense (to the extent such expense is no greater than that which LESSEE would have incurred pursuant to Articles 22.8.1 and 22.8.2, with any additional expenses being for LESSOR's account) put the Aircraft in a condition to meet the requirements for issuance of a Certificate



of Airworthiness of the aviation authority of the next country of register, it being understood that LESSOR will define any such requirements and provide LESSEE with the required workscope and parts.

## **22.9 General Condition of Aircraft at Return.**

**22.9.1** The Aircraft, Engines, APU and Parts will have been maintained and repaired in accordance with the Maintenance Program, the rules and regulations of the Aviation Authority and this Lease.

**22.9.2** If any Part installed on the Airframe, any Engine or the APU at return was not installed at Delivery, then such Part will have met the requirements of Articles 12.3.9 and 12.4.1 at the time of installation.

**22.9.3** The requirements of Articles 12.2.2 and **Error! Reference source not found.** will have been met with respect to the installation of OEM Parts during the Lease Term.

**22.9.4** Aircraft Documentation (including records and manuals) will have been maintained in English (except for the cabin rectification log book which may be maintained and returned in Spanish, provided that upon [REDACTED] written notice from LESSOR, LESSEE will translate the same into English), in an Electronic Records Format and in an up to date status, all in accordance with the rules and regulations of the Aviation Authority and this Lease and in a form necessary in order to meet the requirements of Article 22.8.1. The records and historical documents set forth in Exhibit L will be in English. If LESSEE subscribes to Manufacturer's on line data access services, LESSEE must nonetheless return the Aircraft manuals with all current revisions provided by Manufacturer in CD or other electronic format acceptable to LESSOR.

**22.9.5** All hard time and life limited Parts which are installed on the Aircraft will have an FAA Form 8130-3 or EASA Form 1 evidencing the airworthiness of such Part at the time of installation on the Aircraft. In the case of life limited Parts, the documentation will also state the total Flight Hours, Cycles or calendar days, as applicable, since new and will demonstrate back-to-birth traceability. In the case of hard time Parts, the documentation will also state the time since last Overhaul or refurbishment, will have a reference to the relevant section of the Component Maintenance Manual under which the Part underwent Overhaul or refurbishment, as applicable, and will identify the FAA-approved repair agency or EASA-approved repair agency, as applicable, which performed the last Overhaul or refurbishment.

**22.9.6** All Parts other than those referred to in Article 22.9.5 installed on the Aircraft will have a Serviceable Tag or will be listed in the original equipment manufacturer installation documents such as the Aircraft readiness log.

**22.9.7** The Aircraft will be in the same working order and condition as at Delivery (subject to the other provisions of this Article 22, reasonable wear and tear from normal flight operations excepted), with all pilot discrepancies and deferred maintenance items cleared on a terminating action basis. The operating weights of the Aircraft and the engine thrust rating for each Engine will be the same (or higher than) as at Delivery.

**22.9.8** The Aircraft will be airworthy, conform to type design and be in a condition for safe operation, with all Aircraft equipment, components and systems operating in accordance with their intended use and within limits approved by Manufacturer, the Aviation Authority and the FAA.

**22.9.9** The Aircraft interior (including cabin and windows) and exterior will be clean, with all compartments free of foreign objects. The Aircraft will be substantially free of dirt, grease, fluids, stains, grime, cracks, tears and rips, consistent with worldwide commercial airline standards for used aircraft at completion of a check equivalent to the Return Check.

**22.9.10** No special or unique Manufacturer, Engine Manufacturer or Aviation Authority inspection or check requirements which are specific to the Aircraft or Engines (as opposed to all aircraft or engines of their types) will exist with respect to the Airframe, Engines and Aircraft equipment, components and systems.

**22.9.11** All repairs to the Aircraft will have been accomplished in accordance with Manufacturer's Structural Repair Manual (or FAA-approved data supported by an FAA Form 8110-3 or FAA Form 8100-9).

**22.9.12** All Modifications to the Aircraft (including any Modification supported by a supplemental type certificate) will have been accomplished in accordance with FAA-approved data supported by an FAA Form 8110-3, FAA Form 8100-9 or FAA supplemental type certificate. All Modifications will be incorporated into the applicable Manufacturer's manual.

**22.9.13** The Aircraft will be returned with LESSOR's Engines and APU installed and with the same equipment as at Delivery, subject only to those replacements, additions and Modifications permitted under this Lease. For the avoidance of doubt, LESSEE will not be required to return emergency medical kits or defibrillators with the Aircraft. To the extent LESSEE performed a Modification which cost in excess of [REDACTED] and LESSOR did not approve such Modification in accordance with Article 12.9.1, LESSOR may require LESSEE to return the Aircraft in its original condition prior to such Modification.

**22.9.14** All Airworthiness Directives which are issued prior to the date of return of the Aircraft and which require compliance [REDACTED] (the "**LESSEE AD Compliance Period**") will have been complied with on the Aircraft at LESSEE's cost as follows:

(a) all such Airworthiness Directives for which terminating action is due within the LESSEE AD Compliance Period will have been accomplished by performing the terminating action; and

(b) all such Airworthiness Directives for which terminating action is not due within the LESSEE AD Compliance Period will have been accomplished at the highest level of inspection or modification possible short of terminating action.

**22.9.15** All Modifications which must be performed [REDACTED] in order to meet the FAA requirements for FAR Part 121 (as in effect on the Delivery Date) operations will have been incorporated on the Aircraft at LESSEE's cost.

**22.9.16** The Aircraft will be in compliance with Manufacturer's Corrosion Prevention and Control Program (CPCP) specified for the model type by Manufacturer and LESSEE will provide LESSOR with documentation substantiating such compliance.

**22.9.17** If any waivers, deviations, dispensations, alternate means of compliance, extensions or carry overs with respect to maintenance or operating requirements, repairs or Airworthiness Directives are granted by the Aviation Authority or permitted by the Maintenance Program, LESSEE at its sole cost and expense will nonetheless perform such maintenance or operating requirements, repairs or Airworthiness Directives as if such waivers, deviations, dispensations, alternate means of compliance, or extensions or carry overs did not exist. For the avoidance of doubt, any correcting damage exceeding SRM limits will be deemed acceptable under this Article 22.9.17 if documented with an FAA 8110-3 or 8100-9.

**22.9.18** The Aircraft will be free from any Security Interest except LESSOR's Liens and no circumstance will have so arisen whereby the Aircraft is or could become subject to any Security Interest or right of detention or sale in favor of the Aviation Authority, any airport authority, Eurocontrol or any other authority or Government Entity.

**22.9.19** All no charge vendor and Manufacturer's service bulletin kits received by LESSEE for the Aircraft but not installed thereon will be on board the Aircraft as cargo. All no charge vendor and Manufacturer's service bulletin kits ordered by LESSEE but not yet received will, upon receipt by LESSEE and at LESSEE's cost, be forwarded as instructed by LESSOR. At LESSOR's request, any other service bulletin kit which LESSEE paid for will also be delivered to LESSOR on board the Aircraft, but LESSOR will reimburse LESSEE for its actual out-of-pocket costs for such kit, unless LESSEE purchased such kit as part of its implementation program of a service bulletin on its fleet of aircraft of the same type as the Aircraft but had not yet installed such kit on the Aircraft, in which case such kit will be furnished free of charge to LESSOR.

**22.9.20** The Aircraft will be free of any leaks which are found to be outside Manufacturer's maintenance manual limits and any damage resulting therefrom. All repairs

will have been performed on a permanent basis in accordance with the applicable Manufacturer's instructions.

**22.9.21** The Aircraft fluid reservoirs (including oil, oxygen, hydraulic and water) will be serviced to full and the waste tank serviced in accordance with Manufacturer's instructions. Fuel tanks will be at least as full as at Delivery.

**22.9.22** If LESSEE complies with Aviation Authority or Maintenance Program requirements by means of sampling within its fleet, LESSEE will, prior to return of the Aircraft, perform all required work on the Aircraft as if such sampling had not occurred with respect to the Aircraft.

**22.10** **Checks Prior to Return.** Following removal of the Aircraft from revenue service and prior to return of the Aircraft to LESSOR, LESSEE at its expense will do each of the following:

**22.10.1** LESSEE will have the Return Check performed by a Maintenance Performer. LESSEE also agrees to perform during the Return Check any other work reasonably requested by LESSOR (and not otherwise required under this Lease) and LESSOR will reimburse LESSEE for performing such LESSOR requested work based on LESSEE's out-of-pocket and unburdened labor and material costs, including, for avoidance of doubt, any costs designated as to be at LESSOR's expense pursuant to Article 22.8.3 provided that LESSOR has provided its requirements in a reasonably timely manner.

**22.10.2** LESSEE will remove LESSEE's exterior markings, including all exterior paint, by stripping (or, at LESSOR's option, pneumatically sanding) the paint from the fuselage, vertical stabilizer, horizontal stabilizer, wings and Engine cowlings, and clean, reseal, refinish, prepare (including application of alodine or another corrosion inhibitor) and prime the surfaces to be painted, all in accordance with Manufacturer's and paint manufacturer's recommendations. LESSEE will then repaint the fuselage, vertical stabilizer, horizontal stabilizer, wings and Engine cowlings in the colors and logo specified by LESSOR, subject to LESSEE having received the necessary livery drawings no fewer than [REDACTED] prior to commencement of the Return Check, provided that if LESSEE does not receive the necessary livery drawings no fewer than [REDACTED] prior to commencement of the Return Check, LESSEE will have the Aircraft sanded and painted white. Such painting will be accomplished in such a manner as to result in a uniformly smooth and cosmetically acceptable aerodynamic surface. All external placards, signs and markings will be properly attached, free from damage, clean and legible. After painting, the Aircraft will be weighed.

**22.10.3** LESSEE will clean the exterior and interior of the Aircraft. LESSEE will also remove all visible LESSEE logos, nameplates and other LESSEE identification from the interior of the Aircraft, with removal accomplished in a way which returns the Aircraft to the

condition in which the Aircraft would have been if such identification had not been installed, fair wear and tear excepted.

**22.10.4** If reasonably required by LESSOR, LESSEE will repaint by touch up the interior of the Aircraft, including flight deck, and replace missing, broken or illegible placards.

**22.10.5** In accordance with Article 22.9.11, LESSEE will permanently repair damage to the Aircraft that exceeds Manufacturer's limits and replace any non-flush structural patch repairs installed on the Aircraft during the Lease Term with permanent flush-type repairs, in each case with no further inspection requirements other than the Category B inspection requirement of Manufacturer. If Manufacturer's Structural Repair Manual does not contain a permanent flush repair scheme for a particular type of damage, LESSEE will obtain a permanent flush repair scheme from Manufacturer (including an FAA Form 8110-3 or FAA Form 8100-9) and perform the permanent flush repair recommended by Manufacturer; provided that, if Manufacturer does not provide a permanent flush repair scheme or recommends against performance of a permanent flush repair for any reason, LESSEE may return the Aircraft with a permanent non-flush structural patch repair.

**22.10.6** With LESSOR and/or its representatives present, LESSEE, at LESSOR's sole cost, will cause each Thrust Reverser Half to be inspected by a qualified third-party vendor or the component manufacturer of the Thrust Reversers in accordance with the AMM. LESSEE, at LESSEE's sole cost, will correct any discrepancies in accordance with the component maintenance manual which may be discovered during such inspection.

**22.10.7** Immediately following completion of the acceptance flight as set forth in Article 22.7.2 and immediately prior to the return of the Aircraft to LESSOR, and with LESSOR and/or its representatives present, LESSEE will perform a full and complete hot and cold section video borescope on each Engine and its modules in accordance with Manufacturer's aircraft maintenance manual.

**22.10.8** With LESSOR and/or its representatives present, LESSEE will accomplish a power assurance run on the Engines in accordance with Manufacturer's aircraft maintenance manual. LESSEE will record the Engine power assurance test conditions and results on the Return Acceptance Receipt.

**22.10.9** LESSEE will provide evidence to LESSOR's reasonable satisfaction that the Engine historical and technical records, borescope inspection, trend monitoring and power assurance run do not reveal any condition which would cause the Engines or any module to be unserviceable, beyond serviceable limits or serviceable with an increased frequency of inspection or with calendar time, Flight Hour or Cycle restrictions under Manufacturer's aircraft maintenance manual. LESSEE will correct any discrepancies in accordance with the guidelines set out by Manufacturer (or Engine Manufacturer, if no Manufacturer guidelines are available) which may be discovered during such inspection.

**22.10.10** In the event the Engine historical and technical records, borescope inspection, trend monitoring and other checks specified in Article 22.10.7 result in a dispute regarding the conformity of an Engine with the requirements of this Article 22, LESSEE and LESSOR will consult with Engine Manufacturer and follow Engine Manufacturer's recommendations (including the accomplishment of an Engine test cell operational check) with regard to determining if such Engine complies with the requirements of this Article 22 and the manner in which any discrepancies from the requirements of this Article 22 will be rectified.

**22.10.11** Unless the APU is returned with [REDACTED] APU Hours consumed since the last completed medium repair to the power section, with LESSOR and/or its representatives present, LESSEE will perform an APU condition test in accordance with Manufacturer's aircraft maintenance manual and a complete hot and cold section video borescope on the APU. LESSEE will provide evidence to LESSOR's reasonable satisfaction that the APU condition test and borescope inspection do not reveal any condition which would cause the APU to be unserviceable, beyond serviceable limits or serviceable with an increased frequency of inspection or with calendar time, Flight Hour or Cycle restrictions. LESSEE will correct any discrepancies in accordance with the guidelines set out by the manufacturer of the APU which may be discovered during such test or inspections.

**22.11** **Part Lives.** At the time of the technical return in accordance with Article 22.4, the condition of the Aircraft will be as follows:

**22.11.1** The Aircraft will have [REDACTED] Flight Hours consumed since the Return Check (excluding Flight Hours consumed on the acceptance flight). In addition, for each Airframe Major Check that was not performed at the Return Check, LESSEE will pay LESSOR an amount equal to the number of full calendar months consumed on the Aircraft as of LESSOR's execution of the Technical Return Acceptance Certificate since Delivery (or if, such Airframe Major Check was performed since Delivery, since the date of performance of such Airframe Major Check) multiplied by an Airframe Major Check cost calculated as follows: such Airframe Major Check cost will be the quotient obtained by dividing (i) [REDACTED] by (ii) [REDACTED]. For avoidance of doubt, [REDACTED].

**22.11.2** Each Engine will meet all of the following:

- (a) Each Engine will have at least [REDACTED] Flight Hours remaining to operate until its next anticipated removal (based on a review of the Engine historical and technical records, borescope inspection results, power assurance run results, trend monitoring data and the other checks specified in this Article 22). In addition, at return and for each Engine module, LESSEE will pay LESSOR an amount equal to the number of Flight Hours consumed on such Engine module as of LESSOR's execution of the Technical Return Acceptance Certificate since its last Module Performance Restoration multiplied by a Module Performance Restoration cost per hour for such module calculated as follows:



the Module Performance Restoration cost per hour for such module will be an amount equal to the product of (i) [REDACTED], *multiplied by* (ii) [REDACTED].

(b) Each Engine will have a remaining hot day takeoff EGT margin sufficient to permit the operation of such Engine for the Flight Hours set forth in the preceding subparagraph (based on a review of trend monitoring data).

(c) Each Part of an Engine which has a life limit will have at least [REDACTED] Cycles remaining to operate until its next removal per Engine Manufacturer's limit.

In addition, at return and for each life-limited Part within an Engine, LESSEE will pay LESSOR an amount equal to the product of (a) the quotient obtained by dividing (i) [REDACTED] by (ii) [REDACTED], *multiplied by* (b) [REDACTED].

(d) Without limiting Article 12.4, if a life limited Part installed on an Engine at Delivery was replaced during the Lease Term, then [REDACTED].

**22.11.3** The APU will have at least [REDACTED] APU Hours remaining to operate until the next scheduled medium repair to the power section (including the compressor section) of the APU in accordance with the then-current Workslope Planning Guide of the APU manufacturer applicable to the APU (excluding APU Hours consumed on the acceptance flight).

In addition, at return, LESSEE will pay LESSOR an amount equal to the product of (i) [REDACTED], *multiplied by* (ii) [REDACTED].

**22.11.4** Each leg of the Landing Gear will have at least [REDACTED] remaining pursuant to the MPD until the next scheduled Overhaul or scheduled removal.

In addition, at return and for each leg of the Landing Gear, LESSEE will pay LESSOR an amount equal to the product of (i) the number of days or Cycles (whichever is more limiting) consumed on such leg of the Landing Gear as of LESSOR's execution of the Technical Return Acceptance Certificate since the last Overhaul (or, if never overhauled, since Delivery), *multiplied by* (ii) a Landing Gear Overhaul cost per day or Cycle (as applicable) for such leg calculated as follows:

such Landing Gear Overhaul cost price per day or Cycle (as applicable) for such leg will be the quotient obtained by dividing (i) [REDACTED] by (ii) [REDACTED].

**22.11.5** Each Part of the Airframe, Engine or APU which has a hard time limit pursuant to the MPD will have at least [REDACTED] of such hard time Part's full allotment of Flight Hours and Cycles remaining to operate until its next scheduled Overhaul or scheduled removal pursuant to the MPD. However, if [REDACTED] of such hard time Part's full allotment of Flight Hours and Cycles between scheduled Overhauls or scheduled removals pursuant to the MPD is less than [REDACTED] or the equivalent Flight Hours and Cycles based on LESSEE's utilization, then such hard time Part will be returned with [REDACTED] Flight Hours and [REDACTED] Cycles since Overhaul or last removal.

**22.11.6** Each life limited Part of the Airframe or the APU will have the greater of (a) at least [REDACTED] of such life limited Part's full allotment of Flight Hours and Cycles or (b) [REDACTED] or the equivalent Flight Hours and Cycles based on LESSEE's utilization remaining to operate until its next scheduled replacement pursuant to the MPD (in case of an Airframe life limited Part) or the limit of the manufacturer of the APU (in case of an APU life limited Part). However, if such life limited Part's full allotment of Flight Hours and Cycles remaining to operate is less [REDACTED] Flight Hours and [REDACTED] Cycles, then such life limited Part will be returned with [REDACTED] of its total approved Flight Hours and Cycles remaining.

**22.11.7** Without limiting Article 12.4, if a life limited Part installed on the Airframe (including the Landing Gear) at Delivery was replaced during the Lease Term, then [REDACTED].

**22.11.8** Each Part which has a calendar time limit will have at least [REDACTED] remaining to operate until removal pursuant to the MPD. If a Part with a calendar time limit has a total approved calendar time remaining pursuant to the MPD of less than [REDACTED], then such Part will be returned with [REDACTED] of its total approved calendar time remaining until removal.

**22.11.9** The Parts installed on the Aircraft at return (excluding life-limited Parts) will have an average of total Flight Hours or total Cycles since new no greater than [REDACTED] of that of the Airframe, provided that any Part whose total Flight Hours or total Flight Cycles cannot be ascertained shall be disregarded for purposes of this calculation.

**22.11.10** Each Landing Gear tire and brake will have at least [REDACTED] of its full life remaining (except for life consumed on the acceptance flight).

**22.11.11** Each half of each Thrust Reverser (individually, a "**Thrust Reverser Half**") will be serviceable and operating within its intended limits in accordance with the Component Maintenance Manual issued by Manufacturer.

In addition, at return and for each Thrust Reverser Half, LESSEE will pay LESSOR an amount equal to the product of (i) the number of Cycles consumed on such



Thrust Reverser Half as of LESSOR's execution of the Technical Return Acceptance Certificate since the last Overhaul of such Thrust Reverser Half ("**Thrust Reverser Overhaul**") or, if never overhauled, since Delivery, multiplied by (ii) a Thrust Reverser Overhaul cost per Cycle for such Thrust Reverser Half calculated as follows:

such Thrust Reverser Overhaul cost price per Cycle for such Thrust Reverser Half will be the quotient obtained by dividing (i) [REDACTED] by (ii) [REDACTED].

**22.11.12** LESSEE will pay to LESSOR any AD True Up Amount calculated in accordance with Section G of Schedule I.

**22.12** **APU Exchange.** LESSEE may, by [REDACTED] written notice to LESSOR, elect to replace the APU at return of the Aircraft with an auxiliary power unit owned by an Affiliate of LESSOR and on lease to LESSEE in connection with a Boeing 737 aircraft or an auxiliary power unit owned and operated by LESSEE in connection with a Boeing 737-[8/9] aircraft and in all cases meeting the requirements of this Article 22.12 (a "**Substitute APU**"), provided that such [REDACTED] notice will not be required when the APU does not meet the requirements of Article 22 and a Substitute APU is necessary to meet such requirements.

**22.12.1** Where a proposed auxiliary power unit is owned by LESSOR or an Affiliate of LESSOR, such auxiliary power unit must meet the following criteria to qualify as a Substitute APU under this Article 22.12. The auxiliary power unit must (a) meet the requirements for the aircraft model applicability as determined by Manufacturer and APU Manufacturer; (b) meet all of the requirements of the Lease, including but not limited to the requirements of this Article 22; and (c) must be of the same or better modification status as the original APU that it is replacing.

**22.12.2** Where a proposed auxiliary power unit is owned and operated by LESSEE, such auxiliary power unit must meet the following criteria to qualify as a Substitute APU under this Article 22.12. The proposed auxiliary power unit must: (a) meet all of the requirements of the Lease, including but not limited to the requirements of this Article 22, (b) be of the same or better modification status as the APU that it is replacing; (c) have full back-to-birth trace documentation for all life limited Parts and back to last repair/overhaul trace for any other serialized or hard time parts installed thereon; and (d) be free of any Security Interests. LESSOR and LESSEE will discuss in good faith variances from the requirements of this Article 22.12.2 in exchange for compensation. LESSEE may, at the time it provides notice of an auxiliary power unit substitution under this Article 22.12.2, propose that LESSOR accept title to a proposed substitute auxiliary power unit directly from a third party that is leasing such auxiliary power unit to LESSEE. LESSOR's acceptance of such proposal will be subject to completion of diligence in respect of such third party to LESSOR's reasonable satisfaction and not otherwise unreasonably withheld.

**22.12.3** LESSEE will at its own expense cooperate with LESSOR to lawfully minimize any taxes arising from an APU exchange contemplated by this Article 22.12 (including but not limited to positioning the Substitute APU or original APU in a tax-favorable jurisdiction) and to implement any necessary transfer of title or amendments to the Lease. LESSEE will reimburse LESSOR for LESSOR's reasonable out-of-pocket costs incurred in effecting an exchange under this Article 22.12. Where the Substitute APU is owned by LESSEE, LESSEE will transfer to LESSOR good and marketable title thereto, free of all Security Interests, and warrant the same to LESSOR and its successors and assigns.

**22.14** **Export and Deregistration of Aircraft.** At LESSOR's request, LESSEE at its cost will (a) provide an Export Certificate of Airworthiness or its equivalent from the State of Registration and any other necessary documentation so that the Aircraft can be exported to the country designated by LESSOR, (b) assist with deregistration of the Aircraft from the register of aircraft in the State of Registration, (c) assist with arranging for prompt confirmation of such deregistration to be sent by the registry in the State of Registration to the next country of registration, (d) provide Lessor with certified copies of any customs declaration, waiver, certificate, release or equivalent evidencing the full payment of any duties due by LESSEE to the customs authorities in the State of Registration or the Habitual Base or any other applicable jurisdiction, (e) provide evidence issued by the Aviation Authority that the Aircraft has been removed from the Air Operator Certificate and concession of LESSEE, and (f) perform any other acts reasonably required by LESSOR in connection with the foregoing. If any Aircraft work which LESSEE is not otherwise required to perform hereunder, including engineering, is required in order to obtain such Export Certificate of Airworthiness, LESSEE will perform such work and LESSOR will reimburse LESSEE for such work at LESSEE's out-of-pocket and unburdened labor and material costs.

**22.15** **Delay in Return of Aircraft Due to LESSOR Work Requests.** LESSEE will not be required to pay Base Rent to LESSOR for any whole days that return of the Aircraft to LESSOR is delayed solely as a result of LESSOR's requests that additional work be performed over and above the work necessary to place the Aircraft in the condition required by this Article 22, including for avoidance of doubt work performed pursuant to Articles 22.8.3 and 22.10.1.

**22.16** **LESSEE's Continuing Obligations.** In the event that LESSEE does not return the Aircraft to LESSOR on the Expiration Date and in the condition required by this Article 22 [REDACTED]:

**22.16.1** the obligations of LESSEE under this Lease will continue in full force and effect on a day to day basis until such return. This will not be considered a waiver of LESSEE's Event of Default or any right of LESSOR hereunder.

**22.16.2** Until such return, the Agreed Value will be an amount equal to the Agreed Value on the day the Aircraft should have been returned to LESSOR pursuant to this Lease.

**22.16.3** Without limiting LESSOR's rights and remedies under Article 24 and except for a delay in return of the Aircraft for the reason set forth in Article 22.15, until such time as the Aircraft is returned to LESSOR and put into the condition required by this Article 22, LESSEE will continue to pay the Base Rent specified in Article 5.3 for each day from the Expiration Date until and including the earlier of the Termination Date or the day that is [REDACTED] after the Expiration Date. Commencing on the day that is [REDACTED] after the Expiration Date, instead of paying the Base Rent specified in Article 5.3, LESSEE will pay [REDACTED]x the amount of the Base Rent in effect on the Expiration Date for each day from the day immediately following the day that is [REDACTED] after the Expiration Date until and including the Termination Date. In determining the applicable Base Rent per day for purposes of this calculation, the Base Rent payable under Article 5.3.1 in respect of the month of the Lease Term in which the Expiration Date occurs will be prorated based on the actual number of days in the applicable month following the Expiration Date. Payment will be made upon presentation of LESSOR's invoice.

**22.16.4** LESSOR may elect, in its sole and absolute discretion, to accept the return of the Aircraft prior to the Aircraft being put in the condition required by this Article 22 and thereafter have any such nonconformance corrected [REDACTED]. Any direct expenses incurred by LESSOR for such correction will be payable by LESSEE within [REDACTED] following the submission of a written statement by LESSOR to LESSEE, identifying the items corrected and setting forth the expense of such corrections. LESSEE's obligation to pay such amounts will survive the Termination Date.

**22.17** **Airport and Navigation Charges.** LESSEE will ensure that at return of the Aircraft any and all airport, navigation and other charges which give rise or may if unpaid give rise to any lien, right of detention, right of sale or other Security Interest in relation to the Aircraft, Engine, APU or any Part have been paid and discharged in full and will at LESSOR's request produce evidence thereof satisfactory to LESSOR.

**22.18** **Return Acceptance Receipt.** Upon return of the Aircraft in accordance with the terms of this Lease, LESSEE will prepare and execute two Return Acceptance Receipts in the form and substance of Exhibit J and LESSOR will countersign and return one such Return Acceptance Receipt to LESSEE, such counter-signature not be unreasonably withheld. In addition, LESSEE and LESSOR will execute a termination agreement (or similar document or certificate) for filing with the Aviation Authority or any other applicable Government Entity to obtain the deregistration of the Aircraft from the State of Registration and evidencing the termination of the leasing of the Aircraft in a form reasonably satisfactory to LESSOR and LESSEE. For avoidance of doubt, LESSEE's obligation to pay Base Rent (and if applicable any increased Base Rent due under Article 22.16.3) will terminate on [REDACTED].

**22.19** **Indemnities and Insurance.** The indemnities and insurance requirements set forth in Article 16 and Article 17, respectively, will apply to Indemnitees and LESSOR's representatives during return of the Aircraft, including the ground inspection and acceptance flight. With respect

to the acceptance flight, LESSOR's representatives will receive the same protections as LESSOR on LESSEE's Aviation and Airline General Third Party Liability Insurance.

**22.20        Storage.** At LESSOR's request, LESSEE will continue to lease the Aircraft under this Lease for a period not to exceed [REDACTED]. During this period, LESSEE will have no obligations under this Lease except, at LESSOR's cost, to park and store the Aircraft in accordance with Manufacturer's recommended short term storage program at one of LESSEE's principal maintenance facilities (or such other location as LESSOR and LESSEE may agree) and to maintain all insurance on the Aircraft. LESSEE will not utilize the Aircraft for any reason during this period.

**22.21        Ferry Flight.** LESSOR may require LESSEE to operate a ferry flight of the Aircraft at the time of return to a location other than the Return Location set forth in Article 22.4. If the Aircraft is not at the Return Location set forth in Article 22.4 at the time that LESSOR advises LESSEE of the need for such ferry flight, [REDACTED].

## **ARTICLE 23 ASSIGNMENT**

**23.1 No Assignment by LESSEE.** NO ASSIGNMENT, NOVATION, TRANSFER, MORTGAGE OR OTHER CHARGE MAY BE MADE BY LESSEE OF ANY OF ITS RIGHTS OR OBLIGATIONS WITH RESPECT TO THE AIRCRAFT, ANY ENGINE OR PART, THIS LEASE OR ANY OTHER OPERATIVE DOCUMENT.

### **23.2 Sale or Assignment.**

**23.2.1** Subject to the protections set forth in Article 23.6, LESSOR, Beneficial Owner or Owner may at any time and without LESSEE's consent sell, assign or transfer any or all of its respective rights, interest and obligations under the Lease and the other Operative Documents or with respect to the Aircraft to a third party, provided that any Transferee which succeeds to all of LESSOR's rights, interest and obligations under the Lease, or a guarantor of the obligations of such Transferee, will at the time of transfer (a) (i) have a net worth of not less than [REDACTED] or (ii) have assets of at least [REDACTED] more than the aggregate of any liabilities owed by such Transferee to third parties, excluding from such calculation any liabilities owed by such Transferee to third parties ranking below any liabilities that such Transferee may have towards LESSEE, or (iii) have its obligations under the Lease guaranteed by an entity having such net worth, (b) will not be an airline or other commercial operator of aircraft, (c) will not be a direct competitor of LESSEE, and (d) will be an experienced commercial aircraft lessor (or will appoint a servicer or employ personnel experienced in commercial aircraft leasing) (a "**Transferee**").

**23.2.2** The term "LESSOR" as used in this Lease means the lessor of the Aircraft at the time in question. In the event of a transfer of LESSOR's rights and obligations under this Lease and the other Operative Documents, the applicable Transferee will become "LESSOR" of the Aircraft under this Lease and the transferring party (the prior "LESSOR") will be relieved of all liability to LESSEE under this Lease and the other Operative Documents for obligations arising on and after the time of the transfer. In such case, LESSEE will acknowledge and accept the applicable Transferee as the new "LESSOR" under this Lease and will look solely to such Transferee for the performance of all LESSOR obligations and covenants under this Lease and the other Operative Documents arising on and after the time of the transfer.

**23.3 Grant of Security Interest.** Subject to the protections set forth in Article 23.6, LESSOR may at any time and without LESSEE's consent grant a Security Interest in the Aircraft and/or LESSOR's right, title and interest in any Operative Document to any Finance Party as security for the obligations of LESSOR or any Affiliate of LESSOR under any Finance Document. Accordingly, if a Finance Party requires, as a condition to providing financing, any non-substantive modification of this Lease, LESSEE agrees to enter into an agreement so modifying this Lease.

**23.4**      **LESSEE Cooperation.** In connection with any sale, assignment or transfer under Article 23.2 or any grant of a Security Interest under Article 23.3, and on request by LESSOR, any applicable Transferee or any Finance Party, LESSEE will execute all such documents (such as a notice and acknowledgment of assignment or a lease assignment or novation agreement) and provide a replacement certificate of insurance (in accordance with Article 17 and Exhibit B) or non-incident/accident statement as LESSOR, such Transferee or such Finance Party may reasonably require to confirm LESSEE's obligations under this Lease and the other Operative Documents, obtain LESSEE's acknowledgment that LESSOR is not in breach of the Lease or acknowledge any such sale, assignment, transfer or grant. LESSEE will provide all other reasonable assistance and cooperation to LESSOR, Beneficial Owner, Owner, any applicable Transferee and any applicable Finance Party (as any such Person may require) in connection with any such sale assignment, transfer or grant (including assistance in efforts to minimize or eliminate any costs), or the perfection and maintenance of any such Security Interest (including, at LESSOR's cost, making all necessary filings and registrations in the State of Registration), providing either (i) an IDERA duly executed by LESSEE and acknowledged by the Aviation Authority for purposes of the Cape Town Convention if an IDERA is effective in Mexico or another relevant jurisdiction, or (ii), where no IDERA is effective, a Deregistration Power of Attorney in the form of Exhibit F (in both English and Spanish) duly executed by LESSEE and in compliance with the requirements of Mexican Law in all cases in favor of any applicable Transferee; LESSEE will further provide all opinions of counsel with respect to matters reasonably requested by LESSOR, Beneficial Owner, Owner, any applicable Finance Party or any applicable Transferee. LESSOR will reimburse LESSEE for its reasonable and properly documented out-of-pocket costs in reviewing documents (including but not limited to reasonable legal fees and expenses) required by LESSOR, Beneficial Owner, Owner or any applicable Finance Party.

**23.5**      **Advance Consent Under Cape Town Convention.** For the purpose of Article 33(1) of the Convention and Article XV of the Protocol, LESSEE hereby consents in advance to the transfer of the associated rights and related International Interests in respect of any assignment or sale by LESSOR or the granting of any Security Interest by LESSOR in accordance with Articles 23.2 or 23.3. For the avoidance of doubt, no additional consent by LESSEE will be required in connection with any such assignment of associated rights and the related International Interests pursuant to the Cape Town Convention.

**23.6**      **Protections.**

**23.6.1**      If requested by LESSEE, at the time of any sale, assignment or transfer under Article 23.2 or any grant of a Security Interest under Article 23.3 LESSOR will obtain for the benefit of LESSEE an acknowledgment from any applicable Transferee, or any applicable Finance Party holding a Security Interest in the Aircraft, that so long as no Default or Event of Default has occurred and is continuing hereunder, such Person will not interfere with LESSEE's quiet use, possession and enjoyment of the Aircraft in accordance with this Lease,



but the exercise by such Transferee of any rights of LESSOR under or in respect of this Lease or any of the other Operative Documents will not constitute such an interference.

**23.6.2** LESSOR will not be entitled to make a sale, assignment, or transfer under Article 23.2 or any grant a Security Interest under Article 23.3 if at the time thereof, and by reference to applicable Law in effect at the time thereof, a material increase in LESSEE's financial obligations would result (including in respect of Taxes), or LESSEE's contractual rights under this Lease would be diminished in any material way, without the prior written consent of LESSEE (which consent will not be unreasonably withheld, conditioned or delayed); provided, that (a) an increase in the number of beneficiaries under any applicable insurance or reinsurance will not constitute an increase in the financial obligations of LESSEE under the Lease and (b) an addition or replacement of one or more Indemnitees or Tax Indemnitees will not be deemed to be an increase in LESSEE's financial obligations.

**23.6.3** In connection with any sale, assignment or transfer by any of LESSOR, Owner or Beneficial Owner under Article 23.2, the disclaimer and indemnity provisions contained in Article 8 and Article 16 will continue to be applicable after the sale, assignment or transfer to (and the term "LESSOR", "Owner" and "Beneficial Owner" (as applicable) as used in such provisions will be deemed to include) the transferring (and any prior) LESSOR, Owner and Beneficial Owner (as applicable). For a period of two years after such sale, assignment or transfer and at LESSEE's cost, LESSEE will continue to name the transferring LESSOR, Owner and Beneficial Owner (as applicable), the other Indemnitees (as existing immediately prior to such sale or transfer), as additional insureds under the Aviation and Airline General Third Party Liability Insurance required by this Lease.

## **ARTICLE 24 DEFAULT OF LESSEE**

**24.1 LESSEE Notice to LESSOR.** LESSEE will promptly notify LESSOR if LESSEE becomes aware of the occurrence of any Default or Event of Default.

**24.2 Events of Default.** The occurrence of any of the following will constitute an Event of Default and material repudiatory breach of this Lease by LESSEE:

- (a) Delivery. LESSEE fails to take delivery of the Aircraft when obligated to do so under the terms of this Lease;
- (b) Non-Payment. LESSEE fails to make a payment of Rent, Basic Rent, Security Deposit, Agreed Value, or other amount due under this Lease or any other Operative Document on or before the date provided therein and such failure continues for [REDACTED];
- (c) Insurance. LESSEE fails to obtain or maintain (or cause to be obtained or maintained) the insurance or reinsurance required by Article 17 or a notice of cancellation is given with respect to any such insurance or reinsurance;
- (d) Return. LESSEE fails to return the Aircraft to LESSOR on the Expiration Date in accordance with Article 22;
- (e) Breach. LESSEE fails to perform or observe any other covenant or obligation to be performed or observed by LESSEE under this Lease or any other Operative Document, which failure is not cured within [REDACTED] after written notice thereof to LESSEE, provided that, if such failure cannot by its nature be cured within [REDACTED], LESSEE will have the reasonable number of days necessary to cure such failure (not to exceed a period of [REDACTED] unless otherwise agreed by LESSOR) so long as LESSEE uses diligent and best efforts to do so;
- (f) Representations. Any representation or warranty made or deemed to be made by LESSEE under this Lease or any other Operative Document, or any certificate or statement in connection therewith, is or proves to have been untrue, inaccurate or misleading in any material respect at the time made or deemed to be made unless LESSEE can demonstrate within [REDACTED] that the untruth of such representation or warranty (a) does not affect LESSEE'S ability to comply with its obligations under this Lease and/or (b) the rights, title and interest of LESSOR, Owner, and any other Relevant Party in and to the Aircraft and/or under this Lease are not thereby materially adversely affected;



(g) Registration. The registration of the Aircraft or the Aircraft's certificate of airworthiness is cancelled, revoked, suspended, terminated or not renewed, or otherwise ceases to be in full force and effect, other than as a result of a willful act or omission of LESSOR;

(h) Possession. LESSEE abandons the Aircraft or any of the Engines or LESSEE no longer has unencumbered control (other than Permitted Liens) or possession of the Aircraft and the Engines or LESSEE ceases to operate the Aircraft, unless otherwise expressly permitted by this Lease (it being understood and agreed that an abandonment of possession of the Aircraft will be deemed to include, without limitation, a resignation of all or a majority of the officers and directors of LESSEE);

(i) Discontinuation. LESSEE threatens to discontinue, or temporarily or permanently discontinues, all or a substantial part of its business or sells or otherwise disposes of or threatens to dispose of, all or substantially all of its assets;

(j) Approvals. LESSEE no longer possesses the licenses, certificates, approvals, registrations and permits required for the conduct of its business as a certificated air carrier or as required to be obtained by LESSEE in order to perform its obligations under this Lease or any other Operative Document;

(k) Charges and Duties. LESSEE fails to pay when due any (i) airport or navigation charges (including Eurocontrol charges), (ii) landing fees, (iii) EU ETS Authority charges or penalties or any charges or penalties in respect of aircraft emissions imposed by any Government Entity of any jurisdiction which is not a member state of the European Union or (iv) customs duties or import taxes assessed or otherwise payable with respect to the Aircraft or any aircraft operated by LESSEE (in each case unless such charges are being contested in good faith and by appropriate proceedings and such proceedings do not involve any risk of seizure, detention, interference with the use or operation, sale, forfeiture or loss of the Aircraft or the APU or any Engine or Part) and such charges or duties remain outstanding for a period of [REDACTED] from the due date thereof; provided such [REDACTED] cure period will not apply if there is any risk of seizure, detention, interference with the use or operation, sale, forfeiture or loss of the Aircraft or the APU or any Engine or Part or the imposition of civil or criminal penalties on LESSOR or any Relevant Party;

(l) Insolvency. Except as it relates to the Bankruptcy Cases, LESSEE or any Subsidiary of LESSEE (i) is or becomes, or is deemed for the purposes of any Law to be, insolvent or unable to pay its debts or other obligations as they fall due, or admits its inability to pay its debts or other obligations as they fall due, (ii) suspends or threatens in writing to suspend payment with respect to all or any of its debts or

other payment obligations or a moratorium is declared in respect of all or any of LESSEE's (or such Subsidiary's) debts or other payment obligations or (iii) proposes, enters into or is a party to any proceeding regarding (or takes any corporate action to authorize or facilitate) any arrangement or composition with, or any assignment for the benefit of, its creditors;

(m) Voluntary Bankruptcy. Except as it relates to the Bankruptcy Cases, LESSEE or any Subsidiary of LESSEE commences a voluntary case or other proceeding seeking liquidation, reorganization, protection from creditors or other relief with respect to LESSEE (or such Subsidiary) or its debts under any bankruptcy, insolvency or similar Laws, or seeking the appointment of a trustee, examiner, liquidator, administrator, receiver, custodian or similar official of LESSEE (or such Subsidiary) or any material part of the business or assets of LESSEE (or such Subsidiary), or seeking the sequestration of a material part of the business or assets of LESSEE (or such Subsidiary), or consents to any such relief or to the appointment of or taking possession by any such official, or takes any corporate action to authorize or facilitate any of the foregoing;

(n) Involuntary Bankruptcy. Except as it relates to the Bankruptcy Cases, an involuntary case or other proceeding is commenced against LESSEE (or any Subsidiary of LESSEE) seeking liquidation, reorganization, protection from creditors or other relief with respect to LESSEE (or such Subsidiary) or its debts under any bankruptcy, insolvency or similar Laws, or seeking the appointment of a trustee, examiner, liquidator, administrator, receiver, custodian or similar official of LESSEE (or such Subsidiary) or any material part of the business or assets of LESSEE (or such Subsidiary), or seeking the sequestration of a material part of the business or assets of LESSEE (or such Subsidiary), and (i) such involuntary case or other proceeding is not withdrawn or dismissed within [REDACTED] thereafter, (ii) a decree, judgment or order for relief is entered by any court of competent jurisdiction in connection with any such involuntary case or other proceeding, or (iii) LESSEE consents to any such relief or to the appointment of or taking possession by any such official;

(o) [REDACTED]

(p) Attachment. Except as it relates to the Bankruptcy Cases, any attachment, sequestration, distress or execution of any of the Aircraft (with the exception of Permitted Liens) or of a material portion of the assets of LESSEE occurs;

(q) Sublease. (i) LESSEE enters into any sublease of the Aircraft other than as permitted by this Lease or any other Operative Document, (ii) an approved sublessee acts or omits to act so as to prevent performance by LESSEE of its obligations under this Lease or so as to harm, in LESSOR's opinion, the respective

interests of LESSOR or any other Relevant Party in the Aircraft and the Operative Documents or (iii) an event under any approved sublease has occurred and is continuing which, if such event had occurred under this Lease would constitute an Event of Default, excluding such events which, if capable of being remedied, have been remedied by LESSEE (or by the applicable approved sublessee) to LESSOR's satisfaction;

(r) [REDACTED]

(s) Unlawfulness. It becomes unlawful for LESSEE to perform any of its material obligations under this Lease or any other Operative Document, or this Lease or any other Operative Document becomes wholly or partially invalid or unenforceable, provided that any such partial invalidity or unenforceability will only constitute an Event of Default if it has a material adverse effect on LESSEE's ability to perform its obligations under this Lease and the other Operative Documents or on LESSOR's or any other Relevant Party's respective rights, title and interest in and to the Aircraft or under this Lease and the other Operative Documents;

(t) Operation of Aircraft. LESSEE operates, uses or employs the Aircraft or allows, suffers or causes the Aircraft to be operated, used or employed in violation of the requirements of Article 10.2; or

(u) Removal of Parts. LESSEE fails to promptly replace all Parts removed from the Aircraft (as required by Article 12.4.1) within [REDACTED] following notice from LESSOR that, in LESSOR's opinion, LESSEE has removed Parts from the Aircraft for installation on other aircraft in LESSEE's fleet without prompt replacement thereof to the extent that LESSEE is using the Aircraft primarily as a source of parts for other aircraft in LESSEE's fleet and not for revenue service.

**24.3 LESSOR's General Rights.** Upon the occurrence of any Event of Default, LESSOR may do all or any of the following at its option (in addition to such other rights and remedies which LESSOR may have by statute or otherwise):

(a) if such Event of Default occurs prior to Delivery, and by written notice to LESSEE, terminate LESSEE's right to lease the Aircraft and terminate LESSOR's obligations hereunder (but without prejudice to the indemnity obligations and any continuing obligations of LESSEE under this Lease and any other Operative Document, including the obligations set forth in Article 15 and Article 16);

(b) by written notice to LESSEE, terminate the leasing of the Aircraft whereupon (as LESSEE hereby acknowledges and agrees) all rights of LESSEE to possess and operate the Aircraft will immediately cease and terminate and in which

case LESSEE's obligations under this Lease will continue in full force and effect (including the obligations set forth in Article 10.5, Article 15, Article 16 and Article 17); provided, however, that upon the occurrence of an Event of Default under any of Articles 24.2(l), 24.2(m) or 24.2(n), such termination will occur automatically and with immediate effect without any notice or further action from LESSOR;

(c) by written notice to LESSEE, require that LESSEE immediately cease operating the Aircraft and leave it parked in its then current location, in which case LESSEE's obligations under this Lease will continue in full force and effect (including the obligations set forth in Article 10.5, Article 15, Article 16 and Article 17);

(d) by written notice to LESSEE, require that LESSEE immediately move the Aircraft to an airport or other location designated by LESSOR and park the Aircraft there, in which case LESSEE's obligations under this Lease will continue in full force and effect (including the obligations set forth in Article 10.5, Article 15, Article 16 and Article 17);

(e) to the extent permitted by applicable Law, enter upon the premises where the Airframe, the APU or any or all Engines or any or all Parts or Aircraft Documentation are (or are believed to be) located without liability and take immediate possession of and remove them or cause the Aircraft to be returned to LESSOR at the location specified in Article 22.4 (or such other location as LESSOR may require) or, by serving notice require LESSEE to return the Aircraft to LESSOR at the location specified in Article 22.4 (or such other location as LESSOR may require) and LESSEE hereby irrevocably by way of security for LESSEE's obligations under this Lease appoints LESSOR as LESSEE's attorney and agent in causing the return or in directing the pilots of LESSEE or other pilots to fly the Aircraft to an airport designated by LESSOR and LESSOR will have all the powers and authorizations necessary for taking that action;

(f) instruct any maintenance or repair facility which is in possession of the Aircraft, any Engine, the APU or any Part as to its disposition or release;

(g) require LESSEE to (i) provide LESSOR with unlimited access to the Aircraft at such location and at such time as LESSOR may specify, and (ii) provide LESSOR all information required by LESSOR as to the location and status of any Engine or Part not installed on the Aircraft;

(h) require LESSEE to immediately provide the originals of the Aircraft Documentation to LESSOR;

- (i) with or without taking possession of the Aircraft, sell all or any part of the Aircraft at public or private sale, with or without advertisement, or otherwise dispose of, hold, use, operate, lease to another Person or keep idle all or any part of the Aircraft as LESSOR in its sole discretion may determine appropriate, all free and clear of any rights of LESSEE and without any duty to account to LESSEE with respect to such action or inaction or for any proceeds thereof, all in such manner and on such terms as LESSOR considers appropriate in its absolute discretion, as if LESSOR and LESSEE had never entered into this Lease;
- (j) for LESSEE's account, do anything that may be necessary or advisable to cure any default and recover from LESSEE all costs and expenses (including legal fees and expenses incurred) in doing so;
- (k) proceed as appropriate to enforce performance of this Lease and the other Operative Documents and to recover any damages for the breach hereof and thereof, including the amounts specified in Article 24.6; or
- (l) apply all or any portion of the Security Deposit and any other security deposits or other amounts held by LESSOR or any Affiliate of LESSOR pursuant to any of the Operative Documents or any Other Agreements to any amounts due by LESSEE and/or any Affiliate of LESSEE pursuant to any Operative Document or any Other Agreement.

**24.4 Deregistration and Export of Aircraft.** LESSEE acknowledges and agrees that, upon the occurrence of an Event of Default, LESSOR will have an unrestricted and unlimited right to repossess and deregister the Aircraft. In consideration of this, LESSEE will not oppose any attempts of LESSOR to deregister the Aircraft and, at LESSOR's request, will immediately take any and all steps necessary or desirable to effect deregistration of the Aircraft and/or its export from the country where the Aircraft is for the time being situated. LESSEE is aware and hereby acknowledges that the right of LESSOR to deregister may be exercised unilaterally, unconditionally and without restrictions as provided under Article 46 of the Civil Aviation Law of Mexico and, in the event that such deregistration of the Aircraft shall be applied for by LESSOR, LESSEE's right to the registration of the Aircraft, if any, will be considered waived and transferred to LESSOR. LESSEE will provide LESSOR with such instruments, authorizations and other documented approvals that may be necessary or required by LESSOR, by the registry of the Aviation Authority or by the Aviation Authority (i) to remove the Aircraft from the operating certificates of LESSEE (or any sub-lessee), (ii) to conduct on behalf of LESSEE (or any sub-lessee) or to otherwise complete deregistration of the Aircraft, (iii) to demonstrate termination of the leasing of the Aircraft or to otherwise execute on behalf of LESSEE (or any sub-lessee) any termination agreement in respect of the Lease as may be required for deregistration purposes, (iv) to demonstrate the consent of LESSEE (or any sub-lessee) to deregister the Aircraft, and (v) to export the Aircraft from the Habitual Base and the State of Registration (including, if required, a valid and subsisting export permit and certificate of airworthiness for the Aircraft) or anything

otherwise required in relation to the deregistration of the Aircraft with the Aviation Authority. In addition, LESSEE will take any other steps necessary to enable the Aircraft to be redelivered to LESSOR in accordance with the Lease, including but not limited to discharge of any International Interests if action by LESSEE is required for such discharge. LESSEE hereby irrevocably and by way of security for its obligations under the Lease appoints (which appointment is coupled with an interest) LESSOR as its attorney to execute and deliver any documentation, do any act or thing required in connection with the foregoing and grant all the powers and authorizations necessary for taking any of the foregoing actions.

Without prejudice to the foregoing, LESSEE hereby acknowledges and agrees that upon termination of the leasing of the Aircraft and upon redelivery of the Aircraft to LESSOR it will immediately take any and all steps necessary to obtain the de-registration of the Aircraft from the Mexican Aeronautic Registry or, if applicable the State of Registration is not Mexico, such other registry maintained by the State of Registration and that, where LESSEE fails to immediately do so, LESSOR may take all necessary steps to deregister and export the Aircraft from the State of Registration, the Habitual Base and/or any other applicable jurisdiction. Where the State of Registration is Mexico, in the event that the deregistration of the Aircraft has not been accomplished by LESSEE after a period of ten (10) days from the date of return possession of the Aircraft to LESSOR by LESSEE, including, without limitation, return of possession following an Event of Default under the Lease applicable to the Aircraft, and considering that possession of the Aircraft will have been returned to LESSOR and that the leasing of the Aircraft will have been terminated pursuant to the terms hereof, each party to the Lease will individually, or the parties to the Lease will jointly, be entitled to request a judicial order from a court of Mexico City, Mexico ordering the Mexican Aeronautical Registry and/or the DGAC to immediately deregister the Aircraft, ordering for such purpose the necessary means of compelling (Medidas de Apremio) that the court may consider applicable to enforce such order against the Mexican Aeronautical Registry and/or the DGAC. In such event, LESSEE will provide to any such court, to the Mexican Aeronautical Registry or to the DGAC, as the case may be, all such documents, or any other cooperation as may be necessary to allow for the immediate deregistration of the Aircraft from the Mexican Aeronautical Registry or other applicable registry. In order to give effect to the deregistration of the Aircraft, LESSEE and LESSOR will, on or before the date of return possession of the Aircraft from LESSEE to LESSOR, including, without limitation, any return possession following an Event of Default under this Lease, execute a lease termination certificate in respect of the Lease in a form acceptable to the DGAC and reasonably acceptable to Lessor, which will be in Spanish or duly translated into Spanish and shall be ratified by a notary public or notarized and apostilled, as applicable. Where the State of Registration is other than Mexico,

**24.5 Cape Town Convention Remedies.** If the Cape Town Convention has been or is ratified or made applicable in the State of Registration or the state in which LESSEE is "situated" for purposes of the Cape Town Convention, then LESSEE and LESSOR acknowledge and agree that:



(a) each of the Events of Default set forth in Article 24.2 will be deemed to be an event that constitutes a "default" as such term is used in the Cape Town Convention; and

(b) upon the occurrence of any Event of Default (i) LESSOR will be afforded all speedy and other relief, rights and remedies specified in the Cape Town Convention as a result of such Event of Default, (ii) all of the rights of LESSOR specified in Article 24.3 will be construed to be "additional remedies" as permitted by the Cape Town Convention which may be exercised by LESSOR pursuant to this Lease subject to the requirements of applicable Law and (iii) LESSOR may, without notice to LESSEE, take all steps as are contemplated by the Cape Town Convention to deregister the Aircraft, export the Aircraft from the State of Registration and, if applicable, discharge the International Interest in respect of the Aircraft, this Lease and the other Operative Documents from the International Registry. LESSOR may exercise its rights under Articles 8, 10 and 13(1) of the Cape Town Convention and any rights expressed to be available to Creditors under the Cape Town Convention. Lessee hereby acknowledges that Article 13(2) of the Cape Town Convention will be disappplied if Lessor chooses to exercise its rights under Article 13(1) of the Cape Town Convention in accordance with this Lease. For the purpose of Article XI, alternative B of the Protocol, LESSOR and LESSEE hereby agree that the period required for the effects of Article XI, paragraph 2, will be [REDACTED].

**24.6** **LESSEE Liability for Damages.** If an Event of Default occurs, in addition to all other remedies available under applicable Law, LESSOR has the right to recover from LESSEE, and LESSEE will indemnify LESSOR on LESSOR's first written demand against, any loss, damage, expense, cost or liability which LESSOR may sustain or incur directly or indirectly as a result, including:

[REDACTED]

**24.7** **LESSOR's Duty to Mitigate Damages.** LESSEE's liability for damages under Article 24.6 is subject to any duty imposed on LESSOR pursuant to the Governing Law to act reasonably to mitigate the harm caused by LESSEE's failure to perform its obligations under this Lease and the other Operative Documents.

**24.8** **Waiver of Default.** By written notice to LESSEE, LESSOR may at its election waive any Default or Event of Default and its consequences (with or without conditions, at LESSOR's sole discretion). The respective rights of the parties will then be as they would have been had no Default or Event of Default occurred. LESSOR's waiver of any Default or Event of Default will not constitute a waiver of any subsequent Default or Event of Default.

**24.9** **Present Value of Payments.** In calculating LESSOR's damages hereunder, on the Termination Date all Rent and other amounts which would have been due hereunder during the Lease Term if an Event of Default had not occurred will be calculated on a present value basis discounted to the date on which LESSOR recovers possession of the Aircraft.

**24.10** **Use of "Termination Date".** For avoidance of doubt, it is agreed that if LESSOR terminates the leasing of the Aircraft to LESSEE and the Aircraft is repossessed by LESSOR due to an Event of Default, then, notwithstanding the use of the term "Termination Date" in this Lease, the period of the Lease Term and the "Expiration Date" will be utilized in calculating the damages to which LESSOR is entitled pursuant to Article 24.6. For example, it is agreed and understood that LESSOR is entitled to receive from LESSEE the Rent and the benefit of LESSEE's insurance and maintenance of the Aircraft until expiration of the Lease Term.



## **ARTICLE 25    NOTICES**

**25.1            Manner of Sending Notices.** Any notice, request or information required or permissible under this Lease will be in writing and in English. Notices will be delivered in person or sent by e-mail, letter (mailed airmail, certified and return receipt requested), or by express courier addressed to the parties as set forth in Article 25.2. In the case of an e-mail, notice will be deemed received at the time the sender sends such e-mail, unless the sender receives an automated e-mail error message. In the case of a mailed letter, notice will be deemed received upon actual receipt. In the case of a notice sent by expedited delivery, notice will be deemed received on the date of delivery set forth in the records of the Person which accomplished the delivery. If any notice is sent by more than one of the above listed methods, notice will be deemed received on the earliest possible date in accordance with the above provisions.

**25.2            Notice Information.** Notices will be sent:

If to LESSEE:

[REDACTED]

With a copy to

[REDACTED]

If to LESSOR:

[REDACTED]

With a copy to

[REDACTED]

or to such other places and numbers as either party directs in writing to the other party.

## **ARTICLE 26 GOVERNING LAW AND JURISDICTION**

### **26.1 Governing Law.**

THIS LEASE IS DEEMED DELIVERED IN AND WILL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE WITHOUT REGARD FOR CONFLICT OF LAW PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, WHICH THE PARTIES AGREE APPLIES HERETO) (the "**Governing Law**").

### **26.2 Jurisdiction and Service of Process.**

**26.2.1** Each of the parties hereto agrees that any legal proceedings (including any legal action or other process for seeking legal relief) against it or any of its assets with respect to, or in any way relating to or based on, this Lease and/or any other Operative Document or dealings between them related to the subject matter of the transactions contemplated hereby or the LESSOR/LESSEE relationship being established (whether a contract claim, a tort claim, a breach of duty claim or any other common law or statutory claim) may be brought in any court of the State of New York in the County of New York, any Federal court of the United States of America sitting in such County, the related appellate court and, solely in respect of an action seeking possession or deregistration of the Aircraft, in the courts of Mexico City, Mexico. Each such party hereby irrevocably submits to and accepts with regard to any such action or proceeding, for itself and in respect of its assets, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts. LESSEE hereby irrevocably designates, appoints and empowers [REDACTED], as its authorized agent for service of process in the State of New York in any such action or proceeding. A copy of any such process served on such agent will be promptly forwarded by express courier by the person commencing such proceeding to LESSEE at its address set forth in Article 25.2, but the failure of LESSEE to receive such copy will not affect in any way the service of such process as aforesaid, LESSEE further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified airmail, postage prepaid, to LESSEE at its address set forth in Article 25.2 hereof. The foregoing, however, will not limit the rights of LESSOR to serve process in any other manner permitted by Law or the rights of LESSOR and LESSEE to bring any legal action or proceeding or to obtain execution of judgment in any jurisdiction. Each of LESSOR and LESSEE further agrees that final judgment against it in any such action or proceeding in any of the courts specified in the first sentence of this Article 26.2.1 will be conclusive and may be enforced in any other jurisdiction within or outside the United States of America by suit on the judgment, a certified or exemplified copy of which will be conclusive evidence of the fact and the amount of its indebtedness. Each of LESSOR and LESSEE hereby irrevocably waives, to the fullest extent permitted by Law, any objection which it may now or hereafter have to the laying of venue of

any suit, action or proceeding arising out of or relating to this Lease brought in any of the courts specified in the first sentence of this Article 26.2.1, and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any of the aforesaid courts has been brought in an inconvenient forum. To the extent that LESSEE or LESSOR may in any jurisdiction in which proceedings may at any time be taken for the determination of any question arising under or for the enforcement of this Lease (including any interlocutory proceedings or the execution of any judgment or award arising therefrom) be entitled to claim or to otherwise be accorded for itself of its property, assets or revenues immunity from suit or attachment (whether in aid of execution, before judgment or otherwise) or other legal process, and to the extent that in any such jurisdiction, there may be attributed to LESSEE or LESSOR, or its property, assets or revenues such immunity (whether or not claimed), LESSEE and LESSOR each hereby irrevocably agrees not to claim and waives such immunity to the fullest extent permitted by the Law of such jurisdiction.

**26.2.2** Prevailing Party in Dispute. If any proceeding is brought, the prevailing party will be entitled to recover legal fees and other costs incurred in such proceeding, to the extent permitted by Law. The prevailing party will also, to the extent permissible by Law, be entitled to receive pre- and post-judgment Default Interest.

**26.2.3** Waiver of Jury Trial. EACH OF LESSEE AND LESSOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL IN RESPECT OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS LEASE OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED HEREBY (OR THE LESSOR/LESSEE RELATIONSHIP BEING ESTABLISHED), INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND OTHER COMMON LAW AND STATUTORY CLAIMS. EACH OF LESSOR AND LESSEE REPRESENTS AND WARRANTS THAT EACH HAS REVIEWED AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH ITS LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE AND THIS WAIVER WILL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS LEASE OR ANY OF THE OPERATIVE DOCUMENTS. IN THE EVENT OF LITIGATION, THIS ARTICLE 26.2.3 MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

## **ARTICLE 27 MISCELLANEOUS**

**27.1 Servicer.** Each Servicer will act as a servicer on behalf of LESSOR for all matters relating to this Lease, each other Operative Document and the Aircraft.

**27.2 Press Releases.** LESSOR, Owner or any of their respective Affiliates will be permitted to publish an announcement of the transactions contemplated by this Lease or any of the Operative Documents on the corporate website of any Servicer or any Affiliate of such Servicer, which may include information such as (but not limited to): (i) the Aircraft type; (ii) LESSEE's name and logo; (iii) the jurisdiction of LESSEE's organization and/or domicile; (iv) the state or states where the Aircraft will be operated; (v) the Manufacturer serial number of the Aircraft; (vi) the expected Delivery Date; (vii) the Delivery Location; and (viii) the Lease Term.

**27.3 LESSOR Performance for LESSEE.** The exercise by LESSOR of its remedy of performing a LESSEE obligation hereunder is not a waiver of and will not relieve LESSEE from the performance of such obligation at any subsequent time or from the performance of any of its other obligations hereunder.

**27.4 LESSOR's Payment Obligations.** Any obligation of LESSOR under this Lease to pay or release any amount to LESSEE is conditional upon (i) all amounts then due and payable by LESSEE and/or any Affiliate of LESSEE under the Operative Documents and the Other Agreements having been paid in full and (ii) no Default or Event of Default having occurred and which is continuing at the time such payment or release of payment to LESSEE is to be made. LESSOR may, in its sole discretion, apply any amounts it is entitled to hold pursuant to this Article 27.4 to the payment of any obligations of LESSEE and/or any Affiliate of LESSEE (whether or not matured) pursuant to any of the Operative Documents or Other Agreements (and LESSOR will be entitled to pay such amount applied to the relevant Affiliate of LESSOR, trustee or Servicer, as the case may be). If an obligation is unascertained or unliquidated, LESSOR may in good faith estimate that obligation and make the application provided for in the preceding sentence on the basis of such estimate, subject to LESSOR accounting to LESSEE when the obligation is ascertained or liquidated.

**27.5 Application of Payments.** Any amounts paid or recovered in respect of LESSEE's liabilities hereunder may be applied to Rent, Default Interest, fees or any other amount due hereunder in such proportions, order and manner as LESSOR determines.

**27.6 Third Parties.** Except as expressly provided in this Lease with regard to Owner, Beneficial Owner, Relevant Parties, Indemnitees, Tax Indemnitees, Finance Parties, Transferee and the other parties referred to in Article 23.6.3 (each of which is hereby agreed to be an express third party beneficiary hereof), LESSEE and LESSOR do not intend that any terms of the Operative Documents be enforceable by any Person who is not a party to this Lease.

**27.7** **Usury Laws.** The parties intend to contract in strict compliance with all applicable usury Laws. Notwithstanding anything to the contrary in the Operative Documents, LESSEE will not be obligated to pay Default Interest or other interest in excess of the maximum non-usurious interest rate, as in effect from time to time, which may by applicable Law be charged, contracted for, reserved, received or collected by LESSOR in connection with the Operative Documents. During any period in which the then applicable highest lawful rate is lower than the Default Interest rate, Default Interest will accrue and be payable at such highest lawful rate; however, if at any subsequent time such highest lawful rate is greater than the Default Interest rate, then LESSEE will pay Default Interest at the highest lawful rate until the Default Interest which is paid by LESSEE equals the amount of interest that would have been payable in accordance with the interest rate set forth in Article 5.6.

**27.8** **Delegation by LESSOR.** LESSOR may delegate to any Person(s) all or any of the rights, powers or discretion vested in it by this Lease and any such delegation may be made upon such terms and conditions as LESSOR in its absolute discretion thinks fit.

**27.9** **Confidentiality.** The Operative Documents and all non-public information obtained by either party about the other are confidential and are between LESSOR and LESSEE only and will not be disclosed by a party to third parties (other than to any Servicer, to such party's auditors, shareholders and professional advisors, to Indemnitees and Tax Indemnitees, as required in connection with any filings of this Lease in accordance with Article 13, in connection with LESSOR's potential sale or financing of the Aircraft or assignment of this Lease, as required for enforcement by either party of its rights and remedies with respect to this Lease or as required by applicable Law) without the prior written consent of the other party. If any disclosure will result in an Operative Document becoming publicly available, LESSEE and LESSOR will cooperate with one another to obtain confidential treatment as to the commercial terms and other material terms and provisions of such Operative Document. Notwithstanding the foregoing, LESSEE may disclose this Lease (i) as may be required to obtain the Bankruptcy Court's approval of this Lease; or (ii) to the U.S. Trustee in the Bankruptcy Cases, the Unsecured Creditors Committee in the Bankruptcy Cases, the Ad Hoc Bondholders in the Bankruptcy Cases or the entities providing debtor-in-possession financing to LESSEE in the Bankruptcy Cases, in all cases subject to LESSEE taking reasonable steps to require or request that such Persons maintain the Lease as confidential. The obligations of LESSOR and LESSEE under this Article 27.9 will survive the Termination Date.

**27.10** **Waiver.** The rights of LESSOR hereunder are cumulative, not exclusive, may be exercised as often as LESSOR considers appropriate and are in addition to its rights under general Law. The rights of LESSOR are not capable of being waived or amended except by an express waiver or amendment in writing. Any failure to exercise or any delay in exercising any of such LESSOR's rights will not operate as a waiver or amendment of that or any other such right. Any defective or partial exercise of any rights of LESSOR will not preclude any other or further exercise of that or any other such right and no act or course of conduct or negotiation on LESSOR's

part or on its behalf will in any way preclude LESSOR from exercising any such right or constitute a suspension or any amendment of any such right.

**27.11 Further Assurances.** Each party hereto agrees from time to time to do and perform such other and further acts and execute and deliver any and all such other instruments as may be required by Law, reasonably requested by the auditors of the other party or requested by the other party to establish, maintain, protect or perfect the rights, interests and remedies of the requesting party or any Relevant Party or to carry out and effect the intent and purpose of this Lease and the other Operative Documents.

**27.12 Translations of Lease.** If this Lease or any other Operative Document is translated into another language, whether or not signed by LESSEE and LESSOR in such other language, solely the terms and provisions of this English version of the Lease or such other Operative Document will prevail in any dispute. Further, all written communication and certificates and other documents delivered to LESSOR in connection with this Lease will be in English or, if not in English, will be accompanied by a certified English translation upon which LESSOR will be entitled to rely. If there is any inconsistency between the English version of a document and any version in any other language, the English version will prevail.

**27.13 Nature of Lease.** This Lease transfers to LESSEE with respect to the Aircraft a leasehold interest only and Owner is the owner and lessor of the Aircraft, and LESSEE is the lessee of the Aircraft, for all purposes, including for purposes of the application of all relevant Laws, all relevant financial accounting principles and all relevant Tax purposes. The parties agree that this Lease is intended to be treated as a true lease and not a security interest as defined in Section 1-201(37) of the UCC; provided that LESSOR shall be entitled to all the benefits conferred on it by the UCC as if this Lease were of the type described in Section 2A-103(g) of the UCC, including without limitation the benefits of Article 2A-407 of the UCC, and for such purpose LESSEE confirms that it has received or will receive, on or prior to Delivery, a copy of the agreement pursuant to which LESSOR acquired title to the Aircraft.

**27.14 Use of Word "including".** The term "including" is used in this Lease without limitation.

**27.15 Headings.** All article and paragraph headings and captions are purely for convenience and will not affect the interpretation of this Lease. Any reference to a specific article, paragraph or section will be interpreted as a reference to such article, paragraph or section of this Lease.

**27.16 Invalidity of any Provision.** If any of the provisions of this Lease become invalid, illegal or unenforceable in any respect under any Law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.



**27.17**        **Construction.** This Lease and the other Operative Documents are the result of negotiations between LESSEE and LESSOR and are the product of both parties. Accordingly this Lease and the other Operative Documents or any uncertainty or ambiguity in any such agreements will be interpreted to fairly accomplish the purposes and intentions of LESSEE and LESSOR and will not be construed or resolved against LESSOR merely because of LESSOR's involvement in the preparation of this Lease and the other Operative Documents, regardless of any rule of construction.

**27.18**        **Time is of the Essence.** Time is of the essence in the performance of all obligations of LESSEE under the Operative Documents and, consequently, all time limitations applicable to LESSEE set forth in the provisions of this Lease will be strictly observed.

**27.19**        **Amendments in Writing.** The provisions of this Lease may only be amended or modified by a writing executed by LESSOR and LESSEE.

**27.20**        **Counterparts.** This Lease may be executed in any number of identical counterparts, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument when each party has signed and delivered one such counterpart to the other party.

**27.21**        **No Broker.** Each of the parties hereby represents and warrants to the other that it has not paid, agreed to pay or caused to be paid directly or indirectly in any form, any commission, percentage, contingent fee, brokerage or other similar payment of any kind, in connection with the establishment or operation of this Lease, to any Person.

**27.22**        **Delivery of Documents by Fax or E mail.** Delivery of an executed counterpart of this Lease or of any other documents in connection with this Lease by fax or e mail will be deemed as effective as delivery of an originally executed counterpart. Any party delivering an executed counterpart of this Lease or other document by fax or e mail will also deliver an originally executed counterpart, but the failure of any party to deliver an originally executed counterpart of this Lease or such other document will not affect the validity or effectiveness of this Lease or such other document.

**27.23**        **Entire Agreement.** This Lease and the other Operative Documents constitute the entire agreement between the parties in relation to the leasing of the Aircraft by LESSOR to LESSEE and supersede all previous proposals, agreements and other written and oral communications in relation hereto. The parties acknowledge that there have been no representations, warranties, promises, guarantees or agreements, express or implied, except as set forth in this Lease.

**27.24**        **AerCap's Claims; Allowance.** LESSEE and LESSOR agree that LESSOR and Affiliates of LESSOR shall have an allowed non-priority general unsecured claim in the aggregate amount of \$210,867,000 against LESSEE in full and final satisfaction of all asserted

pre-petition claims (the "Agreed Claim Amount"). Upon the entry of the Bankruptcy Court Order, the Agreed Claim Amount shall not be (either directly or indirectly) (y) subject to any challenge, objection, reduction, subordination, counterclaim or offset for any reason and (z) subject to any objection, subordination, avoidance or recovery actions under Sections 502(d), 510, 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code. Any chapter 11 plan of reorganization filed by LESSEE in the Bankruptcy Cases shall afford such claims treatment that is no worse than the treatment given to the non-priority unsecured claims of any other aircraft or engine lessor whose claims run solely against LESSEE. LESSEE and LESSOR agree to cooperate for the approval of the Agreed Claim Amount by the Unsecured Creditors Committee and any other relevant constituencies in respect thereof, in each case, promptly after the date hereof.



IN WITNESS WHEREOF, LESSEE and LESSOR have executed this Lease as of the date shown at the beginning of this Lease.

Signed for and on behalf of WILMINGTON  
TRUST SP SERVICES (DUBLIN) LIMITED,  
not in its individual capacity, but solely as  
Trustee pursuant to the Declaration of Trust  
(Aircraft 73B-0116[\_\_\_]X (Ireland) Trust)

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Signed for and on behalf of AEROVÍAS DE  
MÉXICO, S.A. DE C.V.

By:

\_\_\_\_\_  
[REDACTED]  
Attorney in Fact

\_\_\_\_\_  
  
SIGNATURE PAGE

\_\_\_\_\_

Aerovías de México, S.A. de C.V.  
One Boeing 737-[8/9] MSN [\_\_\_\_]  
Scheduled Delivery: On or about [\_\_\_\_] [2021/2022]

[REDACTED]  
Attorney in Fact

SIGNATURE PAGE

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**EXHIBIT A**      **AIRCRAFT DESCRIPTION**

Nothing in this Exhibit A will be construed as a guaranty, representation, warranty or agreement of any kind, whatsoever, express or implied, by LESSOR with respect to the Aircraft or its condition, all of which have been disclaimed by LESSOR and waived by LESSEE as set forth in the Lease.

Subject to the above:

[REDACTED]

**EXHIBIT B**      **INSURANCE REQUIREMENTS**

1. The Insurances required to be maintained are as follows:

- (i) HULL ALL RISKS of Loss or Damage whilst flying and on the ground with respect to the Aircraft on an "agreed value basis" for the Agreed Value and with a permitted deductible not exceeding the Maximum Deductible Amount or such other amount agreed by LESSOR from time to time;
- (ii) HULL WAR AND ALLIED PERILS, as per or as wide as LSW555D being such risks excluded from the Hull All Risks Policy including confiscation and requisition by the State of Registration for the Agreed Value;
- (iii) ALL RISKS (INCLUDING WAR AND ALLIED RISK) property insurance on all Engines and Parts when not installed on the Aircraft for their full replacement value and including engine test and running risks; and
- (iv) AIRCRAFT THIRD PARTY, PROPERTY DAMAGE, PASSENGER, BAGGAGE, CARGO AND MAIL AND AIRLINE GENERAL THIRD PARTY (INCLUDING PRODUCTS) LEGAL LIABILITY (such policy or policies to cover war risk and allied perils in accordance with AVN52E) for a Combined Single Limit (Bodily Injury/Property Damage) of an amount not less than the Minimum Liability Coverage for the time being any one occurrence (but in respect of products and AVN52E liability this limit may be an aggregate limit for any and all losses occurring during the currency of the policy) for an amount not less than the Minimum Liability Coverage. LESSEE will reinstate any applicable aggregate limit in the event that it is reduced or exhausted.

2. All required hull and spares insurance (as specified above), so far as it relates to the Aircraft will:

- (i) name LESSOR and each of the Indemnitees as additional insureds for their respective rights and interests, warranted each as to itself only, no operational interest;
- (ii) name LESSOR, or such Person as may be designated by LESSOR, as sole Loss Payee in respect of any Total Loss of the Aircraft or Airframe and provide that any such Total Loss will be settled with LESSOR (or the Person so designated) and will be payable in Dollars directly to LESSOR (or the Person so designated) as sole Loss Payee or as LESSOR may direct, for the account of all interests **provided that** where proceeds do not relate to a Total Loss of the Aircraft or Airframe and LESSOR (or the Person so

designated) has not notified the insurers to the contrary, the loss will be settled with and paid to LESSOR (or the Person so designated) or where the loss does not exceed Damage Proceeds Threshold and LESSOR has not notified the insurers to the contrary, the loss will be settled with and paid to LESSEE;

- (iii) if separate Hull "all risks" and "war risks" insurance are arranged, include a 50/50 provision in accordance with market practice (it being understood that AVS103 is the current market language);
- (iv) confirm that the insurers are not entitled to replace the Aircraft in the event of an insured Total Loss;
- (v) confirm that the insurers will not obtain a valid discharge of the obligations under any of the Insurances by payment to the broker, notwithstanding market practice to the contrary; and
- (vi) confirm that under the insurance policies, if the insured installs an engine owned by a third party on the Aircraft, either (i) the hull insurance will automatically increase to such higher amount as is necessary in order to satisfy both the requirement that the Loss Payee hereunder receive an amount equal to the Agreed Value in the event of a Total Loss and any amount separately payable to the third party engine owner in respect of the Total Loss, or (ii) separate additional insurance on such engine will attach in order to satisfy the requirements of the insured to such third party engine owner.

3. All required liability insurance (specified above) will:

- (i) include LESSOR, each of the Indemnitees and their respective successors and assigns and their respective shareholders, subsidiaries, affiliates, directors, officers, agents and employees as additional insureds for their respective rights and interests, warranted each as to itself only, no operational interest;
- (ii) include a Severability of Interest clause which provides that the insurance, except for the limit of liability, will operate to give each insured the same protection as if there was a separate policy issued to each insured;
- (iii) contain a provision confirming that the policy is primary without right of contribution and the liability of the insurers will not be affected by any other insurance of which LESSOR, any other Indemnatee or LESSEE has so as to

reduce the amount payable to the additional insureds under such policies;  
and

- (iv) provide cover for each additional insured in respect of death or injury to LESSEE's employees, pilots and crew.

4. All Insurances will:

- (i) be in accordance with normal industry practice of persons operating similar aircraft in similar circumstances and will include the endorsement AVN67B or its then current equivalent;
- (ii) provide cover denominated in Dollars and any other currencies which LESSOR may reasonably require in relation to liability insurance;
- (iii) provide that all proceeds will be payable in Dollars except as may be otherwise agreed by LESSOR;
- (iv) operate on a world-wide basis subject to such limitations and exclusions as LESSOR may agree;
- (v) acknowledge that the insurer is aware (and has seen a copy) of the insurance provisions of this Lease and that the Aircraft is owned by Owner and subject, if applicable, to the rights, title and interests of the other Relevant Parties (including the Security Interests of the Finance Parties);
- (vi) provide that, in relation to the interests of each of the additional insureds, the Insurances will not be invalidated by any act or omission by LESSEE or any other Person other than the respective additional insured seeking protection and will insure the interests of each of the additional insureds regardless of any breach or violation by LESSEE, or any other Person other than the respective additional insured seeking protection of any warranty, declaration or condition contained in such Insurance;
- (vii) provide that the insurers will hold harmless and waive any rights of recourse and/or subrogation against the additional insureds or to be subrogated to any rights of the Indemnites against LESSEE;
- (viii) provide that the additional insureds will have no obligation or responsibility for the payment of any premiums due (but reserve the right to pay the same should any of them elect so to do) and that the insurers will not exercise any right of set-off or counterclaim in respect of any premium due against the respective interests of the additional insureds other than outstanding

premiums relating to the Aircraft, any Engine or Part that is the subject of the relevant claim;

- (ix) provide that the insurers will as soon as reasonably practicable notify LESSOR (and each Servicer, if applicable) in the event of cancellation of, or any material change in, the Insurances or any act, omission or event that might invalidate or render unenforceable the Insurances, or in the event that any premium or installment of premium has not been paid when due and that the Insurances will continue unaltered for the benefit of the additional insureds for at least 30 days after written notice by registered mail of any cancellation, change, event of non-payment of premium or installment thereof has been sent to LESSOR and each Servicer (if applicable), except in the case of war risks for which seven days (or such lesser period as is or may become customarily available in respect of war risks or allied perils) will be given, or in the case of war between the five great powers or nuclear peril for which termination is automatic;
- (x) if reinsurance is required by LESSOR under this Lease such reinsurance will (i) be on the same terms as the original insurance (with minimum [REDACTED] cover) and will include the provisions of this Exhibit B, (ii) provide that notwithstanding any bankruptcy, insolvency, liquidation, dissolution or similar proceedings of or affecting the reinsured that the reinsurers' liability will be to make such payments as would have fallen due under the relevant policy of reinsurance if the reinsured had (immediately before such bankruptcy, insolvency, liquidation, dissolution or similar proceedings) discharged its obligations in full under the original insurance policies in respect of which the then relevant policy of reinsurance has been effected and (iii) contain a "cut-through" clause in the following form (or otherwise satisfactory to LESSOR): "The Reinsurers and the Reinsured hereby mutually agree that in the event of any claim arising under the reinsurance in respect of a total loss or other claim where as provided by the Aircraft Lease Agreement dated as of \_\_\_\_\_ and made between LESSOR and LESSEE such claim is to be paid to the person named as sole loss payee under the primary insurance, the Reinsurers will in lieu of payment to the Reinsured, its successors in interest and assigns pay to the person named as sole loss payee under the primary insurance effected by the Reinsured that portion of any loss due for which the Reinsurers would otherwise be liable to pay the Reinsured (subject to proof of loss), it being understood and agreed that any such payment by the Reinsurers will (to the extent of such payment) fully discharge and release the Reinsurers from any and all further liability in connection therewith"; subject to such provisions not contravening any applicable Law;

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- (xi) contain a provision entitling LESSOR or any insured party to initiate a claim under any policy in the event of the refusal of LESSEE to do so; and
- (xii) accept and insure (to the extent of the risks covered by the policies) the indemnity provisions of this Lease.



**EXHIBIT C**      **ESTOPPEL AND ACCEPTANCE CERTIFICATE**

**AEROVÍAS DE MÉXICO, S.A. DE C.V.** ("LESSEE"), a company organized under the laws of Mexico, does hereby represent, acknowledge, warrant and agree as follows:

1. LESSEE and **WILMINGTON TRUST SP SERVICES (DUBLIN) LIMITED**, not in its individual capacity but solely as Trustee pursuant to the Declaration of Trust (Aircraft 73B-0116[\_\_\_]X (Ireland) Trust) ("LESSOR") have entered into an Aircraft Lease Agreement dated as of \_\_\_\_\_, (hereinafter referred to as the "Lease"). Words used herein with capital letters and not otherwise defined will have the meanings set forth in the Lease.
2. LESSEE has this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (Time: \_\_\_\_\_) at \_\_\_\_\_ received from LESSOR possession of:
  - (a) One Boeing 737-[8/9] aircraft bearing manufacturer's serial number [\_\_\_\_\_] and registration mark [Insert mark], together with two CFM International S.A. CFM LEAP-1B engines bearing manufacturer's serial numbers [Insert numbers] (each of which has 550 or more rated takeoff horsepower) and an APU bearing part number \_\_\_\_\_ and manufacturer's serial number \_\_\_\_\_.
  - (b) All Aircraft Documentation, including the usual and customary manuals, logbooks, flight records and historical information regarding the Aircraft, Engines, APU and Parts.
  - (c) Manufacturer's flyaway equipment (SFE) per Attachment 2 and the LESSEE-furnished equipment (BFE) per Attachment 3.
3. The Aircraft had the following seating configuration at Delivery:  
\_\_\_\_\_ first \_\_\_\_\_ business \_\_\_\_\_ coach
4. The amount of fuel on board at Delivery is \_\_\_\_\_ pounds/gallons/kilos of fuel (circle one).
5. The Agreed Value of the Aircraft is US\$ \_\_\_\_\_.
6. All of the foregoing has been delivered and irrevocably and unconditionally accepted on the date set forth above to LESSEE's full satisfaction and pursuant to the terms and provisions of the Lease.

7. The Aircraft, Engines, APU, Parts and Aircraft Documentation as described in the Lease have been fully examined by LESSEE and have been received in a condition fully satisfactory to LESSEE and in full conformity with the Lease in every respect without exception or reservation.
8. The Lease is in full force and effect, LESSOR has fully, duly and timely performed all of its obligations of every kind or nature thereunder and LESSEE has no claims, offsets, deductions, set off or defenses of any kind or nature in connection with the Lease.
9. The Delivery of the Aircraft evidenced by LESSEE's execution of this Estoppel and Acceptance Certificate creates an international interest for all purposes of the Cape Town Convention including, without limitation, affording LESSOR all rights and remedies thereunder. "Cape Town Convention" means both the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment which were adopted on November 16, 2001 at a diplomatic conference held in Cape Town, South Africa (as either of them may be amended from time to time).
10. Each Finance Party may rely upon all of the foregoing in granting substantial financial accommodations to LESSOR or any Affiliate of LESSOR and LESSEE understands and agrees that any funds being advanced by such Finance Party will be made in reliance upon the foregoing.
11. LESSEE has obtained all required permits, authorizations, licenses and fees of the State of Registration or any Government Entity thereof necessary in order for LESSEE to operate the Aircraft as permitted by the terms of the Lease.

Dated on the date set forth above

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTACHMENTS:

1. List of Aircraft Documentation
2. List of Manufacturer Flyaway Equipment (SFE)
3. List of LESSEE-Furnished Equipment (BFE)

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\_\_\_\_\_

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**EXHIBIT D** [REDACTED]

[REDACTED]

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**EXHIBIT E** [REDACTED]

[REDACTED]

**EXHIBIT F FORM OF DEREGISTRATION POWER OF ATTORNEY**

**DEREGISTRATION POWER OF ATTORNEY**

**PODER ESPECIAL**

**SPECIAL POWER OF ATTORNEY**

AEROVÍAS DE MÉXICO, S.A. DE C.V., representada en este acto por [REDACTED], en cumplimiento de lo dispuesto en el contrato de Arrendamiento (el "Arrendamiento") de fecha [Febrero ] 2018, entre [ ], como arrendador (el "Arrendador") y AEROVÍAS DE MÉXICO, S.A. DE C.V. como arrendataria (la "Arrendataria"), respecto a una aeronave marca Boeing modelo 737-[8/9], con número de serie del fabricante [\_\_\_\_] (la "Aeronave"), otorga en favor del Arrendador así como en favor de los señores [\_\_\_\_], (en lo sucesivo los "Apoderados"), un poder especial irrevocable para pleitos y cobranzas y para actos de administración, para ser ejercitado de manera conjunta o separadamente con las facultades especiales que conforme a la ley requieran cláusula especial dentro de la República Mexicana, de conformidad con los términos establecidos en los dos primeros párrafos del artículo 2554 (dos mil quinientos cincuenta y cuatro) del Código Civil para el Distrito Federal de los Estados Unidos Mexicanos y sus artículos concordantes de los diversos Códigos que rigen en los Estados de la República Mexicana, así como en cualquier parte de los Estados Unidos de América, o cualquier otra jurisdicción donde la Aeronave pueda localizarse.

Los Apoderados única y exclusivamente podrán ejercer los poderes otorgados única y exclusivamente para llevar a cabo cualquiera de las siguientes acciones: (i) solicitar y obtener la baja del registro y marcas de nacionalidad y matrícula (cancelación de registro) de la Aeronave del registro correspondiente, ya sea en los Estados Unidos Mexicanos o de su equivalente en los Estados Unidos de América; (ii) solicitar a la Dirección General de Aeronáutica Civil de los Estados Unidos Mexicanos o a su equivalente de

AEROVÍAS DE MÉXICO, S.A. DE C.V., herein represented by [REDACTED], in compliance with the Lease Agreement (the "Lease") dated [ ] 2018, among [ ], as lessor (the "Lessor"), and AEROVÍAS DE MÉXICO, S.A. DE C.V., as lessee (the "Lessee"), relating one (1) Boeing aircraft model 737-[8/9], bearing manufacturer's serial number [\_\_\_\_], (the "Aircraft"), grants in favour of the Lessor as well as in favour of [\_\_\_\_], (hereinafter the "Attorneys-in-fact"), an irrevocable special power of attorney for litigation and collections and for administration acts, to be exercised jointly or separately with the special capacities that by law require a special clause, to be exercised in accordance to the terms established in the first two paragraphs of article 2554 (two thousand five hundred and fifty four) of the Civil Code For the Federal District of the United Mexican States and its concordant articles of the several Codes ruling in the states of the Mexican Republic; as well as within anywhere in the United States of America, or in any other jurisdiction where the Aircraft may be located.

The Attorneys-in-fact may exercise the granted powers solely and exclusively in order to conduct any of the following actions: (i) to request and obtain the cancellation of the Aircraft registration marks from the corresponding registry whether in the United Mexican States or in its equivalent in the United States of America; (ii) to request to the General Directorate of Civil Aeronautics of the United Mexican States, or to its equivalent in the United States of America to communicate the cancellation of the registration to any national or foreign authority; (iii) to request and obtain the

los Estados Unidos de América, que comuniquen la cancelación de la matrícula a cualquier autoridad nacional o extranjera; (iii) solicitar y obtener la baja de la Aeronave de los permisos de operación del otorgante ante la Dirección General de Aeronáutica Civil; (iv) solicitar y obtener de la misma autoridad la autorización para el vuelo y transporte de la Aeronave fuera del territorio de los Estados Unidos Mexicanos o de cualquier otra jurisdicción donde la Aeronave pueda estar ubicada o donde pueda ser encontrada; (v) realizar todos los trámites necesarios y conducentes a la exportación de la Aeronave y a la transportación de la misma fuera del territorio de los Estados Unidos Mexicanos o de cualquier otra jurisdicción en que la misma se encuentre o llegue a encontrarse; (vi) notificar la terminación del Arrendamiento al Registro Aeronáutico Mexicano o a cualquier otra autoridad para los fines conducentes; (vii) con el fin de llevar a cabo la cancelación de la matrícula y obtener la baja de la Aeronave de los permisos de operación de la Arrendataria ante la Agencia Federal de Aviación Civil; suscribir cualquier documento incluyendo sin limitar, la ejecución o ratificación del convenio de terminación del Arrendamiento en la forma que se requiera y (viii) llevar a cabo cualquier acto o trámite relacionado con cualquier transacción relacionada con el Arrendamiento o la Aeronave y, respecto de los mismos, interponerse y desistirse de cualquier acción o procedimiento incluido el amparo; para promover acusaciones penales, para actuar como coadyuvante del Ministerio Público, para articular y la liberar posiciones, y conceder el perdón, para liberar los procedimientos iniciados y suscribir transacciones.

Única y exclusivamente para los fines para los que es otorgado el presente poder especial, los Apoderados, de manera enunciativa tendrán todas las facultades necesarias para representar al otorgante ante todas y cualesquiera autoridades ya sean federales, estatales o municipales de los Estados Unidos Mexicanos y/o de los Estados Unidos de América, incluyendo de manera enunciativa mas no limitativa la Secretaria de

removal of the Aircraft from the grantor's operating permits before the General Directorate of Civil Aeronautics; (iv) to request and to obtain authorization from the same authority for the ferry flight of the Aircraft and the transportation of the Aircraft out of the territory of the United Mexican States or from any other jurisdiction where the Aircraft may be located or where it may be found; (v) to perform all the necessary and related formalities for the exportation of the Aircraft and the transportation thereof out of the territory of the United Mexican States or from any other jurisdiction where the same may be located or where it may be found; (vi) to notify the termination of the Lease to the Mexican Aeronautic Registry or to any other authority for the corresponding effects; (vii) in order to request and obtain the cancellation of the Aircraft registration marks and to request and obtain the removal of the Aircraft from the Lessee's operating permits before the Federal Agency of Civil Aviation; execute any documents required for the purposes aforementioned, including without limitation, the execution or ratification of a termination agreement of the Lease, in the required form; and (viii) to perform all acts or filings in connection with any transaction related to the Lease or the Aircraft and, in respect thereto, to interpose and abandon any action or proceeding including the "*amparo*"; to promote criminal accusations, to act as coadjutor of the office of the Public Prosecutor, to articulate and release positions, and grant pardon, release of initiated proceedings and celebrate transactions.

Solely and exclusively for the purposes for which this special power of attorney is granted, the Attorneys-in-fact, enunciatively shall have all the necessary capacities to represent the grantor before all and any federal, state or municipal authorities of the United Mexican States and/or of the United States of America, including, in enunciatively although not limitative form the Secretary of Communications and Transport, the Federal Agency of Civil Aviation, the Mexican

Comunicaciones y Transportes, Agencia Federal de Aviación Civil, el Registro Aeronáutico Mexicano, la Dirección General de Aduanas de la Secretaría de Hacienda y Crédito Público, la Administración de Aduanas de los Estados Unidos de América, la Administración de Aviación Federal de los Estados Unidos de América y el Departamento de Transporte de los Estados Unidos de América y/o cualesquiera otras entidades, agencias o autoridades que en el futuro asuman las funciones de las anteriormente citadas (indistintamente, las "Autoridades").

Para todos los efectos previstos en este poder, el término Aeronave incluirá: (a) cualesquiera motores instalados en la Aeronave o que en el futuro sustituyan a los anteriormente citados de acuerdo con los términos del Arrendamiento; y (b) cualesquiera partes, equipo, accesorios, componentes, registros y documentación instalados en la Aeronave o que en el futuro puedan ser instalados en sustitución de los mismos conforme al Arrendamiento o bien que sean pertenecientes a la Aeronave.

Este poder se confiere con el carácter de irrevocable en términos del artículo 2596 del Código Civil Federal en virtud de que su otorgamiento ha sido acordado como una condición dentro del Arrendamiento.

Este poder solo podrá ser ejercido en caso de que ocurra y continúe un Caso de Incumplimiento (como se define en el Arrendamiento), o en caso de terminación del Arrendamiento.

Este Poder se otorga para ser ejercitado en los Estados Unidos Mexicanos y/o en los Estados Unidos de América y/o cualquier otra jurisdicción donde la Aeronave pudiese encontrarse.

Este poder es otorgado en Inglés, con una traducción al español, la cual deberá ser considerada precisa en todas sus partes.

Aeronautic Registry, the General Directorate of Customs of the Ministry of Finance and Public Credit, the Customs Administration of the United States of America, the Federal Aviation Administration of the United States of America and the Department of Transportation of the United States of America and/or any other entities, agencies or authorities that in the future may assume the functions of the aforementioned (indistinctively, the "Authorities").

For all effects contained in this power of attorney, the term Aircraft shall include: (a) any engines installed on the Aircraft or that in the future may substitute above cited in accordance with the terms of the Lease; and (b) any parts, equipment, accessories, components, records and documentation installed on the Aircraft or which in the future may be installed in substitution of the same pursuant to the Lease or that may belong to the Aircraft.

This power of attorney is granted with irrevocable status pursuant to Article 2596 of the Mexican Federal Civil Code, by virtue of the fact that the granting hereof has been agreed as a condition in the Lease.

This power of attorney may be exercised only upon an Event of Default (as defined in the Lease) which is continuing or termination of the Lease.

This power of attorney is granted to be exercised in the United Mexican States and/or in the United States of America and/or any other jurisdiction where the Aircraft may be located.

This power is granted in English with a Spanish translation, which shall be considered accurate in all its parts.

Lastly, the Lessee further agrees to not grant any other powers of attorney similar to the one



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Finalmente la Arrendataria conviene además en no otorgar ningún otro poder similar al contenido en el presente instrumento para la realización de los actos previstos en el mismo con respecto a la Aeronave, en favor de persona alguna distinta de los Apoderados mencionados en el presente, salvo que así lo solicite el Arrendador de conformidad con lo establecido en el Arrendamiento.

contained in this instrument for the performance of the acts foreseen herein with respect to the Aircraft, in favour of any person other than the Attorneys -in-fact mentioned in this document, except that it is authorized by Lessor pursuant to the Lease.

[ ]

Por/By:

Nombre/Name: [REDACTED]

Título/Title: Apoderada Legal/ Attorney in Fact

Por/By:

Nombre/Name: [REDACTED]

Título/Title: Apoderado Legal/ Attorney in Fact

Testigos / Witnesses

\_\_\_\_\_

[ ]

\_\_\_\_\_

[ ]

**EXHIBIT G**      **TECHNICAL RETURN ACCEPTANCE CERTIFICATE**

Date: \_\_\_\_\_, 20\_\_

1. AEROVÍAS DE MÉXICO, S.A. DE C.V. ("**Lessee**"), and WILMINGTON TRUST SP SERVICES (DUBLIN) LIMITED, not in its individual capacity, but solely as Trustee pursuant to the Declaration of Trust (Aircraft 73B-0116[\_\_\_\_]X (Ireland) Trust) ("**Lessor**") have entered into an Aircraft Lease Agreement dated as of \_\_\_\_\_, 2021 (as assigned, amended and supplemented, the "**Lease**"). Words used herein with capital letters and not otherwise defined will have the meanings set forth in the Lease.

2. Lessor has this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (Time: \_\_\_\_\_) at \_\_\_\_\_ accepted the technical condition of:

(a) One (1) Boeing 737-[8/9] Aircraft bearing Manufacturer's serial number [\_\_\_\_], together with two (2) CFM International S.A. CFM LEAP-1B engines bearing manufacturer's serial numbers [\_\_\_\_] and [\_\_\_\_], an APU bearing manufacturer's serial number [\_\_\_\_] and all Parts attached thereto and thereon; and

(b) All Aircraft Documentation, including the usual and customary manuals, logbooks, flight records and historical information regarding the Aircraft, Engines, APU and Parts, as described in the List of Aircraft Documentation attached hereto.

3. The Aircraft had the following seating configuration at technical acceptance:

\_\_\_\_\_ first      \_\_\_\_\_ business      \_\_\_\_\_ economy

4. The Airframe, Engines, APU and Parts had following Flight Hours/Cycles at technical acceptance:

**Airframe:**

Maximum gross takeoff weight: \_\_\_\_\_ pounds

Total hours: \_\_\_\_\_ Total Landings: \_\_\_\_\_

**Engines:**

Certified thrust rating: \_\_\_\_\_ pounds (from data plate)

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<u>Position</u>	<u>Serial Number</u>	<u>Total Flight Hours</u>	<u>Total Cycles</u>	<u>Flight Hours/Cycles since last performance restoration shop visit</u>

<u>Position</u>	<u>Part Name</u>	<u>Part Number</u>	<u>Cycles Remaining to Next Life-Limited Part Removal</u>

APU: MSN: \_\_\_\_\_

Total hours: \_\_\_\_\_

\_\_\_\_\_ Flight Hours/ \_\_\_\_\_ Cycles since last hot section refurbishment

\_\_\_\_\_ Flight Hours/ \_\_\_\_\_ Cycles remaining on APU life-limited Parts

#### Landing Gear:

<u>Position</u>	<u>Serial Number</u>	<u>Total Flight Hours/Cycles</u>	<u>Flight Hours/Cycles/Days since last Overhaul</u>	<u>Date of last Overhaul</u>

5. The Airframe, Engines, APU and Parts had the Flight Hours/Cycles at return set forth in the Technical Evaluation Report attached hereto and the Aircraft was otherwise in the condition described by the Technical Evaluation Report attached hereto.

6. Other technical information regarding the Aircraft and its components are correctly set forth on the Technical Evaluation Report attached hereto.

7. An auxiliary center tank (ACT) is / is not installed (circle one).

8. The amount of fuel on board is \_\_\_\_\_ pounds/gallons/kilos of fuel (circle one).

9. The technical condition of the above specified Aircraft, Engines and Aircraft Documentation are hereby accepted by Lessor subject to (a) the provisions of the Lease and (b) correction by Lessee (or procurement by Lessee at Lessee's cost) as soon as reasonably possible of the discrepancies specified in the list attached. This Technical Return Acceptance Certificate is without prejudice to any claims that the Lessor may have under the terms of the Lease and other Operative Documents and other agreements between the parties.

10. The leasing of the Aircraft from Lessor to Lessee pursuant to the Lease continues in full force and effect until final return of the Aircraft in accordance with the Lease.

11. This Technical Acceptance Certificate is executed and delivered by the parties in \_\_\_\_\_.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Technical Acceptance Certificate to be executed in their respective company names by their duly authorized representatives as of the day and year first above written.

**AEROVÍAS DE MÉXICO, S.A. DE C.V.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WILMINGTON TRUST SP SERVICES (DUBLIN) LIMITED**, not in its individual capacity, but solely as Trustee pursuant to the Declaration of Trust (Aircraft 73B-0116[\_\_\_]X (Ireland) Trust)

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENTS:**

1. List of discrepancies
2. List of Aircraft Documentation
3. Current Aircraft layout passenger arrangement (LOPA)
4. Incident/accident letter
5. Dent and damage chart
6. List of loose equipment
7. List of free of charge kits
8. Engine disk sheets
9. Engine power assurance test conditions and results
10. Engine trend data
11. Technical Evaluation Report

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**EXHIBIT H**      **INTENTIONALLY OMITTED**

\_\_\_\_\_

**EXHIBIT I**      **FORM OF EUROCONTROL AUTHORISATION LETTER**

- *Printed on Aircraft Operator letter head paper (logo of the company)*
- *Duly signed by an official representative of the Aircraft Operator, with name and position clearly written*
- *One page*
- *Letter dated*
- *Date of Lease entered*
- *To be returned to: crco.cat.head@eurocontrol.int*

(Logo of the Aircraft Operator)

DATE (\_\_\_\_\_)

The Director of the Central Route Charges Office  
European Organisation for the Safety of Air Navigation ("EUROCONTROL")  
Rue de la Fusée, 96  
1130 BRUXELLES  
BELGIUM

Dear Sir,

**Authorisation Letter**

**Aircraft model:                      Registration                      , MSN                      (the "Aircraft")**

We have leased the above Aircraft from [\_\_\_\_\_] (the "**Lessor**"), in accordance with a lease agreement (dated as of \_\_\_\_\_), between us and the Lessor.

We hereby authorise you to provide the Lessor, hereby represented by AerCap Holdings N.V. ("AerCap") with a general statement of account in relation to air navigation charges incurred by us and due to EUROCONTROL. Access to the statement(s) of account will be provided in accordance with the procedures established by EUROCONTROL.

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The authorisation contained in this letter may only be revoked or amended by a written instruction signed by us and the Lessor.

Yours faithfully,

.....

For and on behalf of

**AEROVÍAS DE MÉXICO, S.A. DE C.V.**

Name:

Title:





**EXHIBIT J**      **RETURN ACCEPTANCE RECEIPT**

Date: \_\_\_\_\_, \_\_\_\_\_

1. **AEROVÍAS DE MÉXICO, S.A. DE C.V. ("LESSEE")** and WILMINGTON TRUST SP SERVICES (DUBLIN) LIMITED, not in its individual capacity, but solely as Trustee pursuant to the Declaration of Trust (Aircraft 73B-0116[\_\_\_\_]X (Ireland) Trust) ("**LESSOR**") have entered into an Aircraft Lease Agreement dated as of \_\_\_\_\_, (the "**Lease**"). Words used herein with capital letters and not otherwise defined will have the meanings set forth in the Lease.

2. LESSOR and LESSEE have heretofore executed a Technical Return Acceptance Certificate dated [\_\_\_\_] (the "Technical RAC").

3 LESSOR has this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Time: \_\_\_\_\_) at \_\_\_\_\_ received from LESSEE possession of:

(a) One Boeing 737-[8/9] Aircraft bearing manufacturer's serial number [\_\_\_\_], together with Engines bearing manufacturer's serial numbers [*Insert ESNs*], an APU bearing manufacturer's serial number \_\_\_\_\_, and all Parts attached thereto and thereon; and

(b) All Aircraft Documentation, including the usual and customary manuals, logbooks, flight records and historical information regarding the Aircraft, Engines, APU and Parts, as listed in the Document Receipt attached hereto.

4. LESSEE confirms that it has delivered to LESSOR all free of charge kits for the Aircraft received by LESSEE.

5. The above specified aircraft, engines and documentation are hereby accepted by LESSOR subject to (i) the provisions of the Lease and (ii) correction by LESSEE (or procurement by LESSEE at LESSEE's cost) as soon as reasonably possible of the discrepancies specified in the list attached.

6. Subject to the following paragraph, the leasing of the Aircraft by LESSOR to LESSEE pursuant to the Lease is hereby terminated without prejudice to LESSEE's continuing obligations under the Lease and the other Operative Documents including, without limitation, the obligations identified in the Technical RAC and the obligations of LESSEE described in Article 4.5 of the Lease.

Aerovías de México, S.A. de C.V.  
One Boeing 737-[8/9] MSN [\_\_\_\_]  
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7. LESSEE represents and warrants that during the term of the Lease all maintenance and repairs to the Airframe and Engines were performed in accordance with the requirements contained in the Lease. LESSEE further confirms that all of its obligations under the Lease and the other Operative Documents whether accruing prior to the date hereof or which survive the expiration of the Lease or the termination of the leasing of the Aircraft under the Lease by their terms and accrue after the date hereof, will remain in full force and effect until all such obligations have been satisfactorily completed.

8. This Return Acceptance Receipt is executed and delivered by the parties in \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have caused this Return Acceptance Receipt to be executed in their respective company names by their duly authorized representatives as of the day and year first above written.

**AEROVÍAS DE MÉXICO, S.A. DE C.V.**

**WILMINGTON TRUST SP SERVICES  
(DUBLIN) LIMITED, not in its  
individual capacity, but solely as Trustee  
pursuant to the Declaration of Trust  
(Aircraft 73B-0116[\_\_\_\_]X (Ireland) Trust)**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name:

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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**EXHIBIT K**      **QUARTERLY REPORT**

(SEE FOLLOWING SHEET)

**QUARTERLY AIRCRAFT UTILIZATION AND STATUS REPORT**

Page 1 of \_\_\_\_

Report Due Date: \_\_\_\_\_

To: utilisation.reporting@aercap.com

From: **AEROVÍAS DE MÉXICO, S.A. DE C.V.**

Contact: \_\_\_\_\_ Fax: \_\_\_\_\_

AIRCRAFT TYPE: \_\_\_\_\_

ENGINE TYPE: \_\_\_\_\_ REGISTRATION: \_\_\_\_\_

SERIAL NUMBER: \_\_\_\_\_ QUARTER  
OF: \_\_\_\_\_

NOTE: PLEASE RECORD TIME IN HOURS AND MINUTES NOT DECIMALS.

Aircraft Total Time Since New As Of Last Quarter:	Hours: Min:
Aircraft Total Time Since New:	Hours: Min:
Aircraft Total Cycles Since New:	Cycles:
Airframe Flight Hours Flown During Quarter:	Hours: Min:
Airframe Cycles/Landings During Quarter:	Cycles:

Quarterly Aircraft Utilization and Status Report  
From:

Page 2 of \_\_\_\_

	FLIGHT HOURS OR CYCLES FLOWN DURING QUARTER (if applicable)	
<b>TOTAL AIRFRAME:</b>		
<b>TOTAL LANDING GEAR:</b>		
<b>TOTAL APU:</b>	<b>Hrs</b>	
	<b>:</b>	
<b>Original Engine Serial Number:</b>	<b>Hrs:</b>	<b>Min:</b>
	<b>Cycles:</b>	
<b>Original Engine Serial Number:</b>	<b>Hrs:</b>	<b>Min:</b>
	<b>Cycles:</b>	

**ENGINE SERIAL NUMBER:**

ORIGINAL POSITION:

ACTUAL LOCATION:

CURRENT THRUST RATING:

HOURS:/MIN:

Total Time Since New As Of  
Last Month:

Total Time Since New:

Total Cycles Since New:

Flight Hours Flown During  
Quarter:

Cycles During Quarter:

**ENGINE SERIAL NUMBER:**

ORIGINAL POSITION:

ACTUAL LOCATION:

CURRENT THRUST RATING:

HOURS:/MIN:

Total Time Since New As Of  
Last Month:

Total Time Since New:

Total Cycles Since New:

Flight Hours Flown During  
Quarter:

Cycles During Quarter:

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**IMPORTANT: IF LESSOR OWNED ENGINE IS REMOVED OR INSTALLED ON  
ANOTHER AIRCRAFT, IT MUST BE REPORTED QUARTERLY  
ON THIS FORM.**

**EXHIBIT L**      **AIRCRAFT DOCUMENTATION**

**AIRCRAFT RECORDS**

[REDACTED]

**ENGINES RECORDS**

[REDACTED]

**APU RECORDS**

[REDACTED]

**COMPONENT RECORDS**

[REDACTED]

**EXHIBIT M**      **TECHNICAL EVALUATION REPORT**

**Technical Evaluation Report (TER)**

Operator.....  
Location of survey:.....  
Aircraft type and Model:.....  
Engine Model.....

**1. General**

**1.1 Aircraft Summary**

Type of review	
Type and Model	
Aircraft Serial Number	
Date of Manufacture	
First flight date	
Current Registration Mark (Country)	

**1.2 Maintenance Program**

Approved Maintenance Program	
AMP approved by	
AMP revision and revision date	
On which MPD revision and revision date is the AMP based?	

**1.3 Maintenance Check Intervals**

Check (or equivalent)	FH interval	FC interval	Months
C-check			

**2. Airframe**



Aerovías de México, S.A. de C.V.  
One Boeing 737-[8/9] MSN [\_\_\_\_]  
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<b>Airframe S/N:</b>			
	<b>Date</b>	<b>TSN</b>	<b>CSN</b>
<b>Utilization</b>			
<b>Last C-Check (Performed:)</b>	Shop Name / Location: /		
<b>Last Heavy Check (Performed:)</b>	Shop Name / Location: /		

### 3. Engine Specifications

#### 3.1 Engine 1

<b>Engine #1 Serial Number:</b>			
<b>Model Number</b>			
<b>Date of Manufacture</b>			
	<b>Date</b>	<b>TSN</b>	<b>CSN</b>
<b>Utilization</b>			
<b>Last Overhaul / Performance Restoration</b>	Shop Name/ Location:		
<b>Last Repair</b>	Shop Name/ Location:		
<b>Next Shop Visit (Planned</b>			

#### 3.2 Engine 2

<b>Engine #2 Serial Number:</b>			
<b>Model Number</b>			
<b>Date of Manufacture</b>			
	<b>Date</b>	<b>TSN</b>	<b>CSN</b>
<b>Utilization</b>			

<b>Last Overhaul / Performance Restoration</b>	Shop Name / Location:		
<b>Last Repair</b>			
	Shop Name / Location:		
<b>Next Shop Visit (Planned:</b>			

#### 4. Landing Gear Specifications

##### 4.1 Nose Landing Gear

<b>Nose LDG Serial Number:</b>			
<b>Part Number</b>			
<b>Date of Manufacture</b>			
	<b>Date</b>	<b>TSN</b>	<b>CSN</b>
<b>Utilization</b>			
<b>Last Overhaul</b>			
	Shop Name / Location:		
<b>Next Shop Visit (Planned:</b>			

##### 4.2 LH Main Landing Gear

<b>LH Main LDG Serial Number:</b>			
<b>Part Number</b>			
<b>Date of Manufacture</b>			
	<b>Date</b>	<b>TSN</b>	<b>CSN</b>
<b>Utilization</b>			
<b>Last Overhaul</b>			
	Shop Name / Location:		
<b>Next Shop Visit (Planned:</b>			

##### 4.3 RH Main Landing Gear

<b>RH Main LDG Serial Number:</b>			
<b>Part Number</b>			
<b>Date of Manufacture</b>			
	<b>Date</b>	<b>TSN</b>	<b>CSN</b>
<b>Utilization</b>			
<b>Last Overhaul</b>			
	Shop Name / Location:		
<b>Next Shop Visit (Planned:</b>			

5. APU

<b>APU Serial Number:</b>			
<b>Part Number</b>			
<b>Date of Manufacture</b>			
	<b>Date</b>	<b>TSN</b>	<b>CSN</b>
<b>Utilization</b>			
<b>Last Overhaul</b>			
	Shop Name / Location		
<b>Last Repair</b>			
	Shop Name/ Location		
<b>Next Shop Visit (Planned:</b>			

6. Operational

<b>Additional Information</b>	
<b>Additional Centre Tank</b>	
<b>Auxiliary Fuel Tank</b>	
<b>Supplemental Ice Detection System</b>	
<b>Extreme Cold Weather Package</b>	
<b>Flight Crew Rest</b>	

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<b>Cabin Crew Rest</b>		
<b>Overhead Flight Crew</b>		
<b>Overhead Flight Attendant</b>		
<b>Main Deck Flight Crew</b>		
<b>Cargo Hold Loading System</b>		
<b>Cockpit Door Surveillance System</b>		
<b>Engine Thrust Rating (lb)</b>	Current Operating	
	Customer Delivery	
<b>GPS Navigation</b>		
<b>HUD System - one projector on Captain Side</b>		
<b>HUD System - two projectors</b>		
<b>ISIS / ISFD</b>		
<b>Bleed Air Supply Ozone Filter</b>		
<b>QFE Activation</b>		
<b>Metric altitude on MCDU / CDU</b>		
<b>Winglets</b>		
<b>Usable Fuel Capacity per AFM</b>	US Gallon	
	Litre	
<b>Certification</b>		
<b>15 Knots Tailwind Compliance</b>		
<b>General Data</b>		
<b>Line Number</b>		
<b>Production (Variable) Number</b>		
<b>Cockpit Placards</b>		
<b>Interior Placards</b>		
<b>Exterior Placards</b>		

Operations	
Autoland Capabilities per AOC	
ETOPS (minutes)	AOC
	Maintained
Units of Measurement	Cockpit Instruments
	Fuel Flow & Fuel-Qty
Reduced Vertical Separation Minimum (RVSM) per AOC	
Short Field Performance Package	
High Altitude Certification	
Regulatory Compliance	
ADS-B Out DO-260A	
ADS-B Out DO-260B	
Cargo Compartment Fire	Lower Fwd Cargo
	Lower Aft Cargo
	Main Cargo Deck
FANS 1/A+	
FANS B / CPDLC	
Flammability Reduction System	
Fuel Inerting System	
Head Injury Criteria (HIC) Compliance	Attendant Seats configuration
	Economy Seats configuration
	First/ Business Class Seats configuration
Noise Category	
Regulatory Standard per COR	
RNP 1 (PRNAV) per AOC	

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<b>RNP 5 (BRNAV) per AOC</b>	
<b>TCAS Software Version</b>	
<b>VHF 8.33 Spacing</b>	

## 7. Weights & Balance

Weights	Actual Certified Operational Weights		Operational Weights as per lease contract (Only asked during aircraft transition)	
	KG	LB	KG	LB
<b>MTW – Maximum Taxi Weight</b>				
<b>MTOW – Maximum Take Off Weight</b>				
<b>MLW – Maximum Landing Weight</b>				

<b>MZFW – Maximum Zero Fuel Weight</b>				
<b>OEW - Operating Empty Weight</b>				
<b>BEW - Basic Empty Weight</b>				
<b>MEW - Manufacture Empty Weight</b>				
<b>Weight Variance Number</b>				
<b>Weight &amp; Balance</b>				
<b>Date of last aircraft</b>	/			
<b>Date of last W&amp;B report</b>				
<b>Has the Operational Weight changed since delivery to current Operator?</b>				

## 8. Avionics

### 8.1 ATA 21 - Air Conditioning & Pressurization

Avionics Components	P/N	Qty	P/N	Qty	P/N	Qty
<b>Ozone Converter</b>						

### 8.2 ATA 22 - Auto flight

Avionics Components	P/N	Qty	P/N	Qty	P/N	Qty
<b>FMGC</b>						
<b>FMGEC</b>						
<b>FAC</b>						
<b>FCU</b>						

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<b>MCDU</b>						
<b>FCC</b>						
<b>Thrust Control Computer</b>						
<b>Auto Throttle Computer</b>						
<b>Thrust Management Computer</b>						
<b>Yaw Damper Coupler</b>						
<b>Yaw Damper Module</b>						
<b>Stall Management</b>						

### 8.3 ATA 23 - Communications

<b>Avionics Components</b>	<b>P/N</b>	<b>Qty</b>	<b>P/N</b>	<b>Qty</b>	<b>P/N</b>	<b>Qty</b>
<b>Remote Electronics Unit</b>						
<b>Audio Control Panel</b>						
<b>PA Amplifier</b>						
<b>HF Transceiver</b>						
<b>VHF Transceiver</b>						
<b>Satcom Data Unit</b>						
<b>Satcom Radio Frequency</b>						
<b>CVR</b>						
<b>PRAM</b>						
<b>iPRAM</b>						
<b>Tape Reproducer or CD Player -</b>						
<b>Tape Reproducer or DVD Player -</b>						
<b>RMP</b>						
<b>Cockpit Door Surveillance System</b>						



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<b>ACARS Management Unit</b>						
<b>ACARS Printer</b>						
<b>Audio Management Unit</b>						
<b>Selcal Decoder</b>						

<b>Avionics Components</b>	<b>P/N</b>	<b>Qty</b>	<b>P/N</b>	<b>Qty</b>	<b>P/N</b>	<b>Qty</b>
<b>Elevator / Aileron</b>						
<b>Slat / Flap Control</b>						
<b>Spoiler / Elevator</b>						
<b>Flight Control</b>						
<b>Flight Control</b>						
<b>Flight Control</b>						
<b>Primary Flight</b>						
<b>CIDS Director</b>						
<b>Audio Select Panel</b>						
<b>Passenger Address/Cabin</b>						

#### 8.4 ATA 27 –Flight Control

## 8.5 ATA 31 - Indicating and Recording

Avionics Components	P/N	Qty	P/N	Qty	P/N	Qty
<b>Flight Data Recorder</b>						
<b>Flight Date Interface Unit</b>						
<b>Digital Flight Data</b>						
<b>Digital Flight Data</b>						
<b>Data Management Unit</b>						
<b>Flight Date Interface and</b>						
<b>Linear Accelerometer</b>						
<b>Flight Warning Computer</b>						
<b>Quick Access Recorder</b>						
<b>Optical Disk Recorder</b>						
<b>Multi-Use Printer</b>						
<b>Multifunction Printer</b>						
<b>System Data Acquisition</b>						
<b>Display Management</b>						
<b>Centralized Fault Display</b>						
<b>Common Display Unit</b>						
<b>Display Electronic Unit</b>						
<b>Weight and Balance Computer</b>						
<b>Accelerometer</b>						
<b>Multipurpose Printer</b>						
<b>Data Printer</b>						

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<b>EFIS Symbol Generator</b>						
<b>EFIS Control Panel</b>						
<b>Full Color Display Unit</b>						
<b>Electronic Attitude Director</b>						
<b>Electronic Horizontal Situation</b>						
<b>EICAS Display Unit</b>						
<b>EICAS Display Unit (Lower)</b>						
<b>EICAS Computer</b>						
<b>EFIS / EICAS Interface Unit</b>						
<b>Airborne Data Loader</b>						

## 8.6 ATA 34 – Navigation

<b>Avionics Components</b>	<b>P/N</b>	<b>Qty</b>	<b>P/N</b>	<b>Qty</b>	<b>P/N</b>	<b>Qty</b>
<b>ADIRU</b>						
<b>IRU</b>						
<b>ISFD</b>						
<b>(E)GPWC</b>						
<b>Weather Radar Transceiver</b>						
<b>TCAS Computer</b>						
<b>ATC Mode S Transponder</b>						
<b>DME Interrogator</b>						
<b>Marker Beacon Receiver</b>						
<b>VHF ILS Receiver</b>						

<b>Multi-Mode Receiver</b>						
<b>Radio Altimeter</b>						
<b>ADF Receiver</b>						
<b>Flight Management Computer</b>						
<b>Air Data Computer</b>						
<b>Digital Distance &amp; Radio Magnetic</b>						
<b>Digital Air Data Computer</b>						
<b>VHF NAV Receiver</b>						
<b>Receiver Processor Unit</b>						
<b>Radio Distance Magnetic Indicator</b>						

#### 8.7 ATA 45 - Central Maintenance System

<b>Avionics Components</b>	<b>P/N</b>	<b>Qty</b>	<b>P/N</b>	<b>Qty</b>	<b>P/N</b>	<b>Qty</b>
<b>Central Maintenance Computer</b>						
<b>Multipurpose Disk Drive Unit</b>						

#### 8.8 ATA 46 - Information Systems

<b>Avionics Components</b>	<b>P/N</b>	<b>Qty</b>	<b>P/N</b>	<b>Qty</b>	<b>P/N</b>	<b>Qty</b>
<b>Air Traffic Services Unit (ATSU)</b>						

#### 8.9 ATA 77 - Engine Indication

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Avionics Components	P/N	Qty	P/N	Qty	P/N	Qty
Primary Engine Display Panel						
Secondary Engine Display Panel						

Escape Slides / Slide Rafts (Qty: )		Part Number	Qty
Current LOPA (Seat capacity / Dwg nr / Approved by)	Seat capacity: Dwg nr: Approved by:		
Has the LOPA been changed since delivery to current Operator?			
Passenger Seating	Part Number	Qty	
First Class			
Business Class or convertible			
Economy Class			
Flight Compartment	Part Number	Qty	
Observer Seats			
Cabin Crew	Part Number	Qty	
Flight Attendant Seating			
Galleys (Qty:)	Part Number		

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Lavatories (Qty: )		
Locations		

9. Configuration (Continued)



## **SCHEDULE I ECONOMIC TERMS**

### **A. Security Deposit**

The "**Security Deposit**" is an amount equal to \$[[REDACTED]]<sup>1</sup>[[REDACTED]]<sup>2</sup>. The Security Deposit is payable as follows (in US\$):

<b>Payment Date</b>	<b>Amount</b>
[REDACTED] following approval of the Bankruptcy Court Order	\$[[REDACTED]] <sup>3</sup> [REDACTED] <sup>4</sup>

### **B. Base Rent**

During the Lease Term, LESSEE will pay LESSOR the sum of the following amounts monthly in [REDACTED] on each date specified in Article 5.4.2 as rent for the Aircraft (such amount during the Lease Term, the "**Base Rent**"):

[REDACTED]

The Base Rent will be calculated immediately prior to Delivery.

### **C. Extension Lease Term**

During the Extension Lease Term (if any), LESSEE will pay to LESSOR Base Rent for each Lease Term month (or portion thereof) determined as follows.

[REDACTED]

### **D. [REDACTED]**

### **E. Default Interest Rate**

"**Default Interest Rate**" means [REDACTED].

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<sup>1</sup> Insert for MAX 8 aircraft.

<sup>2</sup> Insert for MAX 9 aircraft.

<sup>3</sup> Insert for MAX 8 aircraft.

<sup>4</sup> Insert for MAX 9 aircraft.



**F. Certain Insurance Definitions**

"**Agreed Value**" means an amount equal to [REDACTED]. On the date of the annual renewal by LESSEE of its insurance policies that occurs not less than twelve months after the Delivery Date, and on each subsequent annual insurance renewal date during the Lease Term, the Agreed Value will decline by an amount equal to [REDACTED] of the then-current Agreed Value.

"**Damage Proceeds Threshold**" means [REDACTED].

"**Maximum Deductible Amount**" means [REDACTED].

"**Minimum Liability Coverages**" means [REDACTED].

**G. [REDACTED]**

**Annex 3**

**Lease Amendment (35308)**

AEROVÍAS DE MÉXICO, S.A. DE C.V.  
Amendment #04 c ~ ACL 2006-081 (AeroMexico 35308)  
Boeing 787-8 MSN 35308

**AMENDMENT #04 TO AIRCRAFT LEASE AGREEMENT**  
(Boeing 787-8, MSN 35308, Registration Mark N965AM)

THIS AMENDMENT #04 TO AIRCRAFT LEASE AGREEMENT dated as of \_\_\_\_\_, 2021 (this "**Amendment**") is entered into between WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as owner trustee of Aircraft 78B-35308 (Delaware) Trust ("**LESSOR**") and AEROVÍAS DE MÉXICO, S.A. DE C.V. ("**LESSEE**") in light of the following facts:

**R E C I T A L S**

A. LESSOR and LESSEE have previously entered into that certain Aircraft Lease Agreement dated as of June 23, 2006 (as the same may be amended, assigned, supplemented or otherwise modified from time to time in accordance with its provisions and as more particularly described in Schedule 1 attached hereto, the "**Lease**"), pursuant to which LESSOR is leasing to LESSEE one Boeing 787-8 aircraft bearing manufacturer's serial number 35308 and U.S. registration mark N965AM with two General Electric GEnX-1B70/P2 engines bearing serial numbers 956255 and 956256.

B. On the terms and conditions contained herein, LESSEE and LESSOR have agreed to amend the Lease as provided below.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth below and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), LESSOR and LESSEE hereby agree as follows:

**A G R E E M E N T**

1. Defined Terms.

- a. Any and all initially capitalized terms not otherwise defined herein have the meanings given to them in the Lease. Unless the context requires otherwise, any reference to the plural includes the singular, the singular includes the plural, the part includes the whole and the terms "including" or "includes" are not limiting.
- b. Except where the context otherwise requires, the following words have the following meanings for all purposes in this Amendment and the Lease.

"AerCap Transactions" has the meaning ascribed to such term in section 1 of Schedule 2 attached hereto.

"Agreed Claim Amount" has the meaning ascribed to such term in section 5.a of

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Amendment #04 c ~ ACL 2006-081 (AeroMexico 35308)  
Boeing 787-8 MSN 35308

Schedule 2 attached hereto.

**"Approval Order"** means the Bankruptcy Court's order in the form agreed to by the parties and attached as Schedule 4 hereto.

**"Bankruptcy Cases"** means the Chapter 11 cases and proceedings initially filed by Lessee and its Affiliates on June 30, 2020 under the lead case no. 20-11563 with the Bankruptcy Court and all affiliated and associated filings and proceedings in any other court or jurisdiction relating to such cases.

**"Bankruptcy Court"** means the United States Bankruptcy Court for the Southern District of New York.

**"Effective Date"** shall have the meaning ascribed to such term in paragraph 21 below.

**"Other Lease Agreements"** has the meaning ascribed to such term in section 1 of Schedule 2 hereto.

**"PBH Stipulation"** means that certain Stipulation and Order between Certain Debtors and Counterparties Concerning Certain Equipment, dated September 14, 2020 and approved and entered by the Bankruptcy Court on September 21, 2020 Docket No. 402, which, among other things, sets forth certain agreements and terms relating to the Aircraft.

**"Rejection Event"** is defined in paragraph 22.b. hereof.

**"U.S. Bankruptcy Code"** means title 11 of the United States Code.

- c. **Modifications to Existing Defined Terms.** Article 1 of the Lease is hereby amended by deleting the existing text associated with the words listed below and inserting in its place the new text indicated below.

**"Aircraft Documentation"** means all (a) log books, Aircraft records, manuals and other documents provided to LESSEE in connection with the Aircraft, (b) documents listed in Exhibit O and (c) any other documents required to be maintained during the Lease Term and until the Termination Date by the Aviation Authority, the Maintenance Program or this Lease.

**"Return Check"** means the accomplishment of a "12-year" check pursuant to the MPD and all lesser checks in accordance with the MPD performed with such "12-year" check (including all non-routine work generated as a result of performance of such checks). If pursuant to the MPD, the performance interval for a task is

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shorter than every 12 years, then such task will also be performed.

- d. New Defined Terms. Article 1 of the Lease is hereby amended by inserting the following new terms in alphabetical order.

**"Airframe Major Check"** means all "12-year" tasks together with all lower tasks that are required to clear the Aircraft for the next [REDACTED] of operation all to be completed pursuant to the MPD together with the rectification of any deficiencies resulting from the findings thereof.

**"Finance Document"** means any loan agreement, credit agreement, conditional sale agreement, headlease, participation agreement, mortgage, security agreement, indenture, lease assignment or any other similar agreement entered into by LESSOR, Owner Participant or any of their respective Affiliates with any Finance Party in connection with the financing or refinancing of the Aircraft.

**"Finance Parties"** means (a) any Person which has provided financing (whether by way of superior lease, loan or otherwise) to LESSOR, Owner Participant or any of their respective Affiliates pursuant to any Finance Document, (b) any Person which holds a Security Interest in the Aircraft or LESSOR's right, title and interest in any Operative Document to secure the obligations of LESSOR, Owner Participant or any of their respective Affiliates pursuant to any Finance Document and (c) any agent, loan agent, arranger, trustee, security trustee, collateral trustee or similar Person acting pursuant to any Finance Document (in the case of each of the subparts above, as notified to LESSEE by LESSOR in writing from time to time), and the respective transferees, successors and assigns of any of the foregoing, and the expression **"Finance Party"** means any of the foregoing individually.

- e. The Lease is hereby amended by deleting the existing term "LESSOR's Lender" wherever such term appears and inserting in its place the new term "Finance Party".
- f. The Lease is hereby amended by deleting the existing term "LESSOR's Assignee" wherever such term appears and inserting in its place the new term "Transferee".

2. Lease Term Extension. The Lease Term is hereby extended for twenty-four months from and including October 31, 2023 through and including October 30, 2025 (such period, the **"First Extension Period"**). The new Expiration Date is October 30, 2025. Any existing extension option(s) under the Lease in effect prior to the date hereof are hereby terminated.

3. New Extension Option. So long as no Event of Default has occurred and is continuing under the Lease on the date of exercise of an option or on the commencement date of the extension lease term with respect to such option, LESSEE will have one option to extend the term of leasing of the Aircraft for a period of [REDACTED] (such period the **"Second Extension**

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**Period").** LESSEE may exercise this option by providing LESSOR with written notice of its election [REDACTED] no less than [REDACTED] prior to the then-current Expiration Date. Such notice, when given, will be irrevocable.

4. Security Deposit. The agreements of the parties in respect of the Security Deposit are set forth in section 2 of Schedule 2 hereto.

5. Monthly Rent. The agreements of the parties in respect of monthly Rent are set forth in section 3 of Schedule 2 hereto.

6. Subleasing. Article 10 of the Lease is hereby amended by deleting the existing text thereof and inserting in its place the text set forth in Schedule 3 hereto.

7. Specific Engine Requirements.

- a. The Lease is hereby amended by deleting the existing text of Article 11.2.3(b) and inserting in its place the following new text.

"(b) perform, at a minimum, a workscope sufficient to build the Engine to an interval equal to such Engine's full operating interval, as determined in accordance with the recommendations of the Engine Manufacturer."

- b. The Lease is hereby amended by deleting the existing text of Article 11.2.5 and inserting in its place the following new text:

"11.2.5 LESSEE may enter into any engine maintenance agreement with Engine Manufacturer without LESSOR's prior consent, provided that such agreement (i) does not charge LESSEE on a power by the hour basis (other than the monthly administrative fee or "popular rate" that the Engine manufacturer may charge in accordance with its customary procedures), and (ii) does not permit the Engine manufacturer to place a Security Interest on an Engine for any reason other than amounts owed by LESSEE for work performed on that Engine. Except as set forth in the immediately preceding sentence, LESSEE will not enter into any engine maintenance cost per flight hour, power by the hour or similar agreement with Engine manufacturer or any other engine maintenance facility without LESSOR's prior written consent. LESSOR and LESSEE acknowledge that nothing in this Article 11.2.5 or LESSOR's approval of any proposed engine maintenance cost per hour or similar agreement will vary LESSEE's obligations under Articles 11 or 22 of the Lease."

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8. Replacement of Parts. The Lease is hereby amended by deleting the existing text of Article 11.4 and inserting in its place the following new text:

"11.4 Replacement of Parts.

11.4.1 LESSEE, at its own cost and expense, will promptly replace, or cause the replacement of, all Parts which may from time to time become worn out, lost, stolen, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for their intended use for any reason whatsoever. In the ordinary course of maintenance, service, repair, Overhaul or testing, LESSEE may remove any Part provided that LESSEE promptly replaces such Part. All such replacement Part(s) will (i) be of the same type and model as the Part(s) replaced, (ii) be free and clear of all Security Interests (except Permitted Liens) of any kind or description, (iii) be in airworthy condition, be of equivalent or better modification status and have a value and utility at least equal to the Part(s) replaced, assuming such replaced Parts were in the condition and repair required to be maintained by the terms hereof, and (iv) at installation have a current Serviceable Tag. Except to the extent permitted by Article 11.4.2, no PMA Part or part incorporating a repair that is approved by an FAA Designated Engineering Representative or by a Person or organization holding Design Organization Approval under EASA Part 21 (a "**DER Repair**") will be installed.

11.4.2 [REDACTED]

11.4.3 All Parts removed from the Aircraft will remain the property of LESSOR and subject to the Finance Documents and this Lease no matter where located, until such time as such Parts have been replaced by Parts (which have been incorporated or installed in or attached to the Aircraft) which meet the requirements for replacement Parts specified above and title to such replacement Parts has passed to LESSOR subject to the Finance Documents and this Lease under applicable Law. LESSEE will ensure, without further act from LESSOR, that immediately upon any replacement Part becoming incorporated or installed in or attached to the Aircraft as above provided (i) title to the replacement Part will thereupon vest in LESSOR subject to the Finance Documents and this Lease but otherwise free and clear of all rights of LESSEE and Security Interests, (ii) title to the removed Part will thereupon vest in LESSEE, free and clear of all rights of LESSOR, and (iii) such replacement Part will become subject to this Lease and be deemed to be a Part hereunder to the same extent as the Part originally incorporated or installed in or attached to the Aircraft."

9. LESSOR Inspection Rights. The Lease is hereby amended by deleting the existing text of Article 11.14 and inserting in its place the following new text:

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"11.14 LESSOR Inspection Rights.

- 11.14.1 At any time (subject to Article 11.14.4), LESSOR, its authorized agents or representatives (which may be Manufacturer or Engine manufacturer) or a next Aircraft lessee will have the right to inspect and take photographs of the Aircraft and review the Aircraft Documentation.
- 11.14.2 LESSEE will give LESSOR reasonable written notice before the Aircraft undergoes any "C" or equivalent check. Any inspection by LESSOR, its authorized agents or representatives during a "C" or equivalent check will be carried out on a timeline consistent with the work schedule and will not require the opening of panels not required to be opened by the workscope for such check.
- 11.14.3 If the Aircraft is at a third party maintenance facility or any other area with restricted access, LESSEE will cause such facility or any applicable Person to allow LESSOR and/or its authorized agents or representatives to inspect and take photographs of the Aircraft and review the Aircraft Documentation.
- 11.14.4 LESSOR will provide LESSEE with reasonable notice prior to any inspection by LESSOR and/or its authorized agents or representatives and will coordinate with LESSEE and/or any applicable third party maintenance facility so as to cause minimum practical disturbance to the operation or maintenance of the Aircraft or the personnel of LESSEE or the applicable third party maintenance facility.
- 11.14.5 LESSEE expressly authorizes and consents to allowing Manufacturer, Engine Manufacturer, any applicable maintenance or repair organization and the respective field service representatives of any of the foregoing to provide LESSOR with information about the condition and maintenance of the Aircraft (including the Aircraft Documentation) on an ongoing basis. Manufacturer, Engine manufacturer, any applicable maintenance or repair organization and the respective field service representatives of any of the foregoing may report their findings and provide documentation to LESSOR without the need for any notice to or further authorization from LESSEE.
- 11.14.6 LESSOR will have no duty to make any inspection of the Aircraft and will not incur any liability or obligation by reason of (and LESSEE's indemnity obligations pursuant to Article 15.1 will apply notwithstanding) LESSOR and/or its authorized agents or representatives or a next Aircraft lessee making or not making any such inspection or by reason of any reports LESSOR receives regarding the Aircraft."



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10. [REDACTED]

11. Redelivery Conditions. The Lease is hereby amended by deleting the existing text of Article 22 and inserting in its place the text set forth in Schedule 4 hereto. Any cross-references in the Lease to specific clauses of Article 22 will be deemed to be updated to refer to the updated clauses of Article 22.

12. Maintenance Redelivery Payments. The Lease is hereby amended by inserting the text set forth in Schedule 5 hereto as a new Article 22A after the end of the existing Article 22.

13. Assignment. The Lease is hereby amended by deleting the existing text of Article 23 and inserting in its place the text set forth in Schedule 6 hereto.

14. Events of Default. LESSOR and LESSEE agree that, (a) notwithstanding anything to the contrary in the Lease, from and after the Effective Date, the existence and continuation of the Bankruptcy Cases will not be considered an Event of Default pursuant to [REDACTED] of the Lease, (b) LESSOR hereby agrees that no Event of Default shall arise or exist under [REDACTED], whether before or after the Effective Date, as a result of [REDACTED], and (c) LESSOR hereby waives any Event of Default under [REDACTED] that may exist on the Effective Date and that arises from [REDACTED].

15. Confidentiality. The Lease is hereby amended by deleting the entirety of the text of Article 27.8 (*Confidentiality*) and inserting in its place the following new text:

"The Operative Documents and all non-public information obtained by either party about the other are confidential and are between LESSOR and LESSEE only and will not be disclosed by a party to third parties (other than to any Manager, any Indemnitees and Tax Indemnitees, to any such party's auditors, shareholders and professional advisors, as required in connection with any filings of this Lease in accordance with Article 14, in connection with LESSOR's potential sale or financing of the Aircraft or assignment of this Lease, as required for enforcement by either party of its rights and remedies with respect to this Lease or as required by applicable Law) without the prior written consent of the other party. If any disclosure will result in an Operative Document becoming publicly available, LESSEE and LESSOR will cooperate with one another to obtain confidential treatment as to the commercial terms and other material terms and provisions of such Operative Document. Notwithstanding the foregoing, LESSEE may disclose this Lease (i) as may be required to obtain the Bankruptcy Court's approval of this Lease; or (ii) to the U.S. Trustee in the Bankruptcy Cases, the Unsecured Creditors Committee in the Bankruptcy Cases, the Ad Hoc Bondholders Group in the Bankruptcy Cases or the entities providing Debtor-in-possession financing to LESSEE in the Bankruptcy Cases, in all cases subject to LESSEE's taking reasonable steps to require or request that such Persons maintain the Lease as confidential. The obligations of LESSOR and LESSEE under this

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Article 27.8 will survive the Termination Date."

16. Amendment to Exhibit O. The Lease is hereby amended by deleting the existing text of Attachment 1 to Exhibit O and inserting in its place the new text set forth in Schedule 7 hereto.

17. New Exhibit R. The Lease is hereby amended by adding after the existing Exhibit Q a new Exhibit R in the form of Schedule 8 hereto.

18. New Exhibit S. The Lease is hereby amended by adding after the new Exhibit R a new Exhibit S in the form of Schedule 9 hereto.

19. AD Cost Sharing. The agreements of the parties in respect of Airworthiness Directives cost sharing are set forth in section 4 of Schedule 2 hereto.

20. LESSOR and Owner Participant's Unsecured Claims. The Agreements of LESSOR and LESSEE in respect of LESSOR's and Owner Participant's Unsecured Claims are set forth in section 6 of Schedule 2 hereto.

21. Conditions Precedent. This Amendment shall become effective on the date (the "**Effective Date**") on which all of the following conditions precedent have been fulfilled.

- a. LESSEE and LESSOR shall have duly executed and delivered this Amendment.
- b. LESSEE shall have filed a motion with the Bankruptcy Court in connection with the Bankruptcy Cases within five (5) Business Days of the date of this Amendment seeking entry and approval of the Approval Order.
- c. The Bankruptcy Court shall have entered the Approval Order authorizing LESSEE to assume the Lease (for the avoidance of doubt, as modified by this Amendment) pursuant to section 365 of the U.S. Bankruptcy Code.
- d. This Amendment will have been duly filed for recordation by LESSOR in the State of Registration (so long as the State of Registration is the United States) pursuant to Article 12.2 of the Lease.
- e. The further agreements of LESSOR and LESSEE in respect of conditions precedent are set forth in section 6 of Schedule 2 attached hereto.

22. Bankruptcy-Related Matters.

- a. Plan Treatment of this Amendment. Subject to no Rejection Event having occurred, any plan of reorganization filed by LESSEE shall reaffirm the Effective

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Date, the approval of this Amendment and the assumption of the Lease (as modified by this Amendment). For the avoidance of doubt, the Effective Date hereunder shall occur before a plan of reorganization for LESSEE is filed and confirmed, and notwithstanding that a plan of reorganization for LESSEE shall occur after the Effective Date hereunder, this Amendment shall become fully effective on the Effective Date (subject to a Rejection Event).

- b. Rejection due to Failure to Emerge from Chapter 11. Notwithstanding anything in this Amendment to the contrary, in the event (i) prior to the consummation of a Chapter 11 plan of reorganization, LESSEE announces that it has permanently discontinued all scheduled passenger service, (ii) LESSEE's current Bankruptcy Cases are dismissed or converted to a case under chapter 7 of the U.S. Bankruptcy Code, or (iii) LESSEE fails to achieve the effective date of a chapter 11 plan of reorganization (where each of (i) through (iii) shall constitute a "**Rejection Event**"), either LESSEE or LESSOR may terminate this Amendment and the Other Lease Agreements without further order of the Bankruptcy Court. Upon any such rejection, in addition to the claims allowed as set forth above in paragraph 20 hereof, LESSOR may assert any other damages arising from such rejection as a general unsecured claim against the applicable Debtors. Additionally, to the extent the Lease is rejected, LESSEE shall comply with the provisions of the PBH Stipulation relating to such rejection.
23. Undertakings of LESSEE. Promptly after the Effective Date, LESSEE undertakes to complete the following:
- a. LESSEE will register this Amendment in Mexico as required by Article 12.2 of the Lease provided that (i) LESSEE will have provided to LESSOR a copy in electronic format of the Spanish translation of this Amendment for purposes of review and approval of LESSOR prior to registration, such review and approval to not cause undue delay, and, (ii) upon filing of this Amendment for purposes of registration before the Aviation Authority, provide to LESSOR an electronic copy of the Spanish translation of this Amendment certified by an approved translator authorized by the Superior Tribunal of Justice of the Federal District of Mexico or by the Council of the Federal Judicature.
- b. LESSEE will provide all necessary assistance to LESSOR in registering this Amendment in the State of Registration (so long as the State of Registration is the United States) pursuant to Article 12.2 of the Lease.
- c. LESSEE will consent to a PUE authorization in favor of LESSOR's FAA Counsel to register the International Interest constituted by this Amendment pursuant to Article 12.3 of the Lease.

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24. Miscellaneous.

A. Counterparts. This Amendment may be executed in any number of identical counterparts, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument.

B. Delivery by Fax or E-Mail. Delivery of an executed counterpart of this Amendment by fax or e-mail will be deemed as effective as delivery of an originally executed counterpart. Any party delivering an executed counterpart of this Amendment will also deliver an originally executed counterpart, but the failure of any party to deliver an originally executed counterpart of this Amendment will not affect the validity or effectiveness of this Amendment.

C. Confidentiality. The provisions of the Lease with respect to confidentiality are incorporated in this Amendment by this reference as if such provisions were set forth herein, *mutatis mutandis*.

D. Governing Law and Jurisdiction. The provisions of Articles 26 (Governing Law and Jurisdiction) and 27 (Miscellaneous) of the Lease will apply to this Amendment as if set out in full herein, *mutatis mutandis*.

E. No Other Amendments; Entire Agreement. Except as expressly modified by this Amendment, all of the terms and conditions of the Lease and its subsequent amendments remain unchanged and are in full force and effect. This Amendment, together with the Lease, constitutes the entire agreement between LESSOR and LESSEE concerning the matters set forth herein and supersedes and cancels all prior letters, agreements and correspondence with respect thereto.

F. Operative Document. This Amendment is an Operative Document.

G. Costs and Expenses. Each party will bear its own costs and expenses in connection with the preparation, negotiation and execution of this Amendment.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment on  
the date first set forth hereinabove.

WILMINGTON TRUST COMPANY,  
not in its individual capacity, but solely  
as owner trustee of Aircraft 78B-35308  
(Delaware) Trust

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

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**SCHEDULE 1**  
**(Description of Lease)**

[FAA Counsel To Insert]

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## SCHEDULE 2 – ECONOMIC TERMS

For avoidance of doubt, provisions of the existing Schedule I to the Lease not inconsistent with the agreements set forth in this Schedule I remain in full force and effect.

### 1. Definitions.

**"AerCap Transactions"** means the lease transaction for each of the following aircraft: [REDACTED].

**"Other Lease Agreements"** means collectively, the [REDACTED] existing aircraft lease agreements, as amended on or about the date hereof each between an Affiliate of LESSOR, as lessor, and LESSEE, as lessee, in respect of the following [REDACTED] aircraft: [REDACTED], in each case together with the related engines, parts, equipment, and appurtenances and the associated records and documentation.

### 2. Security Deposit.

a. [REDACTED]

b. [REDACTED]

2. **Monthly Rent.** Notwithstanding anything to the contrary in the Lease, LESSEE will pay LESSOR monthly Rent in respect of the Aircraft in accordance with the following. From and after the Effective Date, LESSEE will not pay Hourly Rent, Usage Rent, Customization Rent, or Swap Rate Rent.

a. The words **"PBH Period"** wherever appearing in this Amendment mean the period commencing on and including the Effective Date and ending on the earlier of (i) [REDACTED], and (ii) the date on which LESSEE's Average Monthly Utilization for each of the preceding [REDACTED] is equal to or greater than the historic average monthly utilization for LESSEE's 787-8 fleet for the corresponding month in 2019 set forth in Attachment A to this Schedule 2.

The **"Average Monthly Utilization"** for a particular calendar month means the quotient of (i) the total flight hours operated by all 787-8 aircraft in LESSEE's fleet during such calendar month, divided by (ii) the number of 787-8 aircraft operated by LESSEE or which LESSEE has committed to operate in the future as of the date that the Bankruptcy Court confirms LESSEE's plan of reorganization.

b. During the PBH Period, LESSEE will pay to LESSOR power-by the hour Rent for each calendar month or portion thereof monthly in arrears and calculated as follows (**"PBH**

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**Rent").**

PBH Rent will be calculated based on the individual utilization of the Airframe and each Engine (each, a "**PBH Component**") in accordance with the following formula.

$$W = (A(\text{airframe}) * B(\text{airframe})) + (A(\text{engine 1}) * B(\text{engine 1})) + (A(\text{engine 2}) * B(\text{engine 2}))$$

where:

W is the PBH Rent due for such calendar month;

A(airframe), A(engine 1) and A(engine 2) is the respective utilization of the Airframe and each Engine in a given calendar month, expressed in Flight Hours

B(airframe) is equal to [REDACTED];

B(engine 1) is equal to [REDACTED]; and

B(engine 2) is equal to [REDACTED].

For each calendar month (or part thereof) during the PBH Period, LESSEE will provide a utilization report to LESSOR by the 15th day of the immediately succeeding calendar month and make a payment of the PBH Rent by the later of (x) the 20th day of such calendar month and (y) three Business Days after receiving LESSOR's invoice in respect of the PBH Rent.

For purposes of these calculations, "engine 1" refers to the Engine bearing serial number 956255 and "engine 2" refers to the Engine bearing serial number 956256, or any engine substituted therefor in accordance with the terms of the Lease.

- c. Following the last day of the PBH Period (the "**Transition Date**") and during the remainder of the Lease Term (including the First Extension Period, but not including the Second Extension Period, if any), monthly Rent shall be paid monthly in advance in a fixed amount equal to [REDACTED] per month (the "**Fixed Rent**"). The first payment of Fixed Rent shall be due on the tenth (10th) day after the Transition Date and shall cover the period between the Transition Date and the 16th day of the calendar month in which the Transition Date occurred (or if the Transition Date occurred after the 16th day of a calendar month, until the 16th day of the immediately succeeding calendar month) and each subsequent payment of Fixed Rent will be due on the 16th day of each calendar month thereafter (each, a "Fixed Rent Payment Date") and otherwise in accordance with Article 5 of the Lease. For the avoidance of doubt, (i) the Fixed Rent amount will be prorated if paid in respect of



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a period shorter than a full calendar month and (ii) the word "Rent" whenever used in the Lease will be construed to include PBH Rent and/or Fixed Rent as applicable.

- d. During the Second Extension Period (if any), LESSEE will pay to LESSOR monthly Rent for each Lease Term month (or portion thereof) determined as follows.

[REDACTED]

4. **AD Cost Sharing.** [REDACTED]

5. **Lessor's and Owner Participant's Unsecured Claims.**

- a. AerCap's Claims; Allowance. LESSEE and LESSOR agree that LESSOR and Affiliates of LESSOR shall have an allowed non-priority general unsecured claim in the aggregate amount of \$210,867,000 against LESSEE in full and final satisfaction of all asserted pre-petition claims in respect of all the AerCap Transactions (the "**Agreed Claim Amount**"). Upon the entry of the Approval Order, the Agreed Claim Amount shall not be (either directly or indirectly) (y) subject to any challenge, objection, reduction, subordination, counterclaim or offset for any reason and (z) subject to any objection, subordination, avoidance or recovery actions under Sections 502(d), 510, 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code. Any chapter 11 plan of reorganization filed by LESSEE in the Bankruptcy Cases shall afford such claims treatment that is no worse than the treatment given to the non-priority unsecured claims of any other aircraft or engine lessor whose claims run solely against LESSEE. LESSEE and LESSOR agree to cooperate for the approval of the Allowed Claim Amount by the Unsecured Creditors Committee and any other relevant constituencies in respect thereof, in each case, promptly after the date hereof.
- b. No Limitation on Rights and Remedies. Except to the extent otherwise provided herein, this Amendment does not limit or affect the rights, remedies, or claims of LESSOR, if any, under other provisions of the U.S. Bankruptcy Code, subject to all rights, defenses, and objections of LESSOR, LESSEE and any other party in interest.
6. **Conditions Precedent.** The following additional conditions precedent shall apply to the occurrence of the Effective Date.
- a. The Other Lease Agreements shall be assumed by LESSEE pursuant to the Approval Order.
- b. LESSEE shall have filed a motion with the Bankruptcy Court in connection with the Bankruptcy Cases within five (5) Business Days of the date of this Amendment seeking approval of an amended stipulation (in a form to be agreed between the parties thereto) in respect of the Aircraft Lease Agreement dated as of June 23, 2006 (as the same may be

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amended, assigned, supplemented or otherwise modified from time to time in accordance with its provisions, the "MSN [REDACTED] **Lease Agreement**") between Wilmington Trust Company, not in its individual capacity but solely as owner trustee for [REDACTED] (Delaware) Trust, as lessor, and Seller, as lessee, in respect of one Boeing 787-8 aircraft bearing manufacturer's serial number [REDACTED], which amended stipulation shall provide, among other things, that [REDACTED].

7. **Petition Date Condition.** The Petition Date Condition of each Maintenance Component (as such terms are defined in new Article 22A of the Lease) is set forth in Attachment B hereto.

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**ATTACHMENT A TO SCHEDULE 2**  
**2019 Monthly Average Utilization for LESSEE's 787-8 Fleet**

<b>Calendar Month in 2019</b>	<b>2019 Monthly Average Utilization (Flight Hours)</b>
January	435.39
February	395.46
March	437.09
April	431.91
May	447.72
June	414.22
July	461.68
August	442.35
September	437.72
October	449.99
November	435.76
December	459.96

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**ATTACHMENT B TO SCHEDULE 2**  
**PETITION DATE CONDITION**

[REDACTED]

### **Schedule 3 – Replacement Article 10**

#### **ARTICLE 10 SUBLEASES**

**10.1 No Sublease without LESSOR Consent.** LESSEE WILL NOT SUBLEASE OR PART WITH POSSESSION OF THE AIRCRAFT (EXCEPT FOR MAINTENANCE AND REPAIR) AT ANY TIME WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR (THE GRANTING OF WHICH BEING AT LESSOR'S SOLE DISCRETION) AND IN ACCORDANCE WITH SUCH REQUIREMENTS AS MAY FROM TIME TO TIME BE AGREED IN WRITING BETWEEN LESSOR AND LESSEE. NO SUBLEASING OF AN ENGINE WILL BE PERMITTED. SUBLEASING TO A PROHIBITED PERSON IS NOT PERMITTED.

**10.2** [REDACTED]

**10.3 LESSOR Costs.** LESSEE will indemnify each of LESSOR, each Manager, Owner Participant and each Finance Party on demand for all out-of-pocket expenses (including reasonable legal fees) incurred in connection with the assessment by each such party of any subleasing proposal (whether or not LESSOR's consent to the applicable sublease is ultimately given) and implementation of any sublease.

**10.4 Any Approved Sublease.** Any sublease approved by LESSOR will be for a term no greater than the remaining Lease Term. The applicable sublease agreement will contain provisions consistent with this Lease protecting the respective interests of LESSOR, Owner Participant and each other Related Lessor Party in the Aircraft and the Operative Documents, providing appropriate disclaimers and indemnities in favor of LESSOR, Owner Participant and the other Related Lessor Parties, regarding the maintenance and repair standards for the Aircraft and concerning the insurances which will be carried by the sublessee and the circumstances which constitute a Total Loss of the Aircraft. Any such sublease will be expressly subject and subordinate to this Lease, the other Operative Documents, the Finance Documents and the respective rights, title and interests of the Relevant Parties in the Aircraft and the Operative Documents. LESSOR will have an opportunity to review the proposed sublease agreement (with solely economic terms redacted) in advance in order to determine that it meets the requirements of this Article 10.4. LESSOR may in its sole discretion require that LESSEE provide to each Related Lessor Party an opinion of counsel from the jurisdiction(s) in which the proposed sublessee is located and the Aircraft is to be registered under the proposed sublease, in form and substance satisfactory to LESSOR, including opinions to the effect that the rights of the Related Lessor Party Parties in and to the Aircraft, the Operative Documents and any Finance Documents will be protected and otherwise unaffected by the entry into and performance of the proposed sublease or any consequent change in the State of Registration (if approved by LESSOR) and that such proposed sublease will not prejudice LESSOR's rights to repossess the Aircraft upon the occurrence of an Event of Default or a default under such sublease, it being understood that LESSEE may discharge this obligation by procuring that the sublessee supply such an opinion. LESSEE may not materially amend the

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non-economic terms of any approved sublease agreement without the prior written consent of LESSOR. LESSEE will carry the contingent insurances described in Article 16 for the term of an approved sublease.

**10.5 Assignment of Sublease.** Any approved sublease will be assigned to LESSOR or a Finance Party (as designated in writing to LESSEE by LESSOR) as security pursuant to a security assignment agreement in a form reasonably satisfactory to LESSOR. LESSEE will deliver the original counterpart of the sublease to LESSOR and make any filings necessary to protect the respective Security Interests of LESSOR and any LESSOR's Lender.

**10.6 Application of Cape Town Convention.** If a sublease constitutes an International Interest in the Aircraft or any of the Engines, LESSEE will cause all International Interests constituted by such sublease to be registered on the International Registry (with such duration as LESSOR specifies), and will assign all such International Interests to LESSOR and transfer the right to discharge all such International Interests to LESSOR. In addition, LESSEE will obtain in favor of LESSOR an IDERA (if applicable) from the approved sublessee in the required form.

**10.7 Wet Leases.** The wet leasing of the Aircraft during the Lease Term (whereby the Aircraft will at all times be subject to the full operational control of LESSEE) will be permitted without LESSOR's consent, provided that (a) the Aircraft remains registered in the State of Registration, (b) the Aircraft not be wet leased to a Prohibited Person or wet leased for operations to, from or within a Prohibited Country, (c) LESSEE provides LESSOR with either a certified copy of the applicable provisions from the wet lease agreement or an officer's certificate indicating which of LESSEE or the wet lessee will be responsible for maintaining the primary passenger, baggage and cargo liability insurance relating to operation under the wet lease, (d) the insurance provided in respect of the Aircraft complies with Article 16 and Exhibits E and F and (e) the wet lease will be for a term no greater than six months and, in any event, no greater than the remaining Lease Term.

**10.8 Continued Responsibility of LESSEE.** LESSEE will continue to be responsible for performance of its obligations under this Lease and the other Operative Documents during any period of sublease or wet lease.

#### **Schedule 4 – Replacement Article 22 (Return of Aircraft)**

#### **ARTICLE 22 RETURN OF AIRCRAFT**

**22.1 Date of Return.** LESSEE will return the Aircraft, Engines, APU, Parts and Aircraft Documentation to LESSOR on the Expiration Date, unless a Total Loss of the Aircraft occurred prior to the Expiration Date and the leasing of the Aircraft under this Lease was terminated early in accordance with Article 17.3. If an Event of Default occurs hereunder by LESSEE failing to return the Aircraft on the Expiration Date or if an Event of Default occurs prior to or after the Expiration Date and LESSOR repossesses the Aircraft, the return requirements set forth in this

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Article 22 nonetheless must be met on the date the Aircraft is actually returned to LESSOR or repossessed by LESSOR.

22.2 **Payments from LESSEE.** No later than [REDACTED] prior to the Expiration Date, LESSEE will provide LESSOR with an estimate of the total amount to be paid by LESSEE pursuant to Article 22A and will supply LESSOR with supporting data. LESSEE and LESSOR will discuss LESSEE's estimate and mutually agree upon an estimated amount. Immediately prior to return, LESSEE and LESSOR will recalculate the total amount actually owed by LESSEE to LESSOR pursuant to Article 22A and LESSEE will pay such amount due prior to return of the Aircraft. LESSEE will not be obligated to pay monthly Rent in respect of any period after the date on which the Aircraft complies with the conditions set forth in this Article 22 (Return of Aircraft), [REDACTED].

22.3 **Technical Report.** No later than [REDACTED] prior to the Expiration Date (and in an updated form at return of the Aircraft), LESSEE will provide LESSOR with a Technical Evaluation Report and, in addition upon LESSOR's request, will make copies available of (a) drawings of the interior configuration of the Aircraft both as it presently exists and as it will exist at return, (b) an Airworthiness Directive status list, (c) a service bulletin incorporation list, (d) rotatable tracked, hard time and life limited component listings, (e) a list of modifications, alterations and repairs, (f) interior material burn certificates, (g) the Maintenance Program, (h) the complete worksopes for the checks, inspections and other work to be performed prior to return, (i) a forecast of the checks, inspections and other work to be performed within the clearance period after return of the Aircraft as set forth in the definition of "Return Check", (j) a list of all no charge service bulletin kits with respect to the Aircraft which were ordered by LESSEE from Manufacturer or Engine manufacturer, (k) current Engine disk sheets, (l) last Engine shop visit reports, (m) takeoff and cruise trend reports for the last 12 months, (n) a report of total flights for each route (by city pair) on which each Engine was operated for the 12 months prior to the date on which LESSEE provides such report to LESSOR, (o) an Engine Redelivery Report furnished with respect to each Engine by the Engine manufacturer and (p) any other data which is reasonably requested by LESSOR. For avoidance of doubt, the delivery of the Technical Evaluation Report by LESSEE will not limit or otherwise prejudice LESSOR's right to inspect the Aircraft pursuant to Article 11.14.

22.4 **Return Location.** LESSEE at its expense will return the Aircraft, Engines, APU, Parts and Aircraft Documentation to LESSOR at [REDACTED]. LESSOR and LESSEE agree to cooperate reasonably in selecting a redelivery location so as to lawfully reduce or eliminate any taxes or Taxes arising from return of the Aircraft.

22.5 **Full Aircraft Documentation Review.** For the period commencing at least [REDACTED] prior to the proposed return date and continuing until the date on which the Aircraft is returned to LESSOR in the condition required by this Lease, LESSEE will provide for the review of LESSOR or its representatives all of the Aircraft records and historical documents described in Exhibit O together with the original of the Aircraft Certificate of Registration issued by the

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Mexican Aeronautic Registry and a copy of the importation document (*pedimento de importación*) issued by the Customs Authority of Mexico, in one central room with access to telephone, photocopy, fax and internet connections at the Aircraft return location. At the commencement of such period, any such Aircraft records and historical documents that have been maintained in an Electronic Records Format will be provided to LESSOR in CD format or other electronic format acceptable to LESSOR, and LESSOR or its representatives will be able to electronically access and download any such Aircraft records or historical documents from such time until the return of the Aircraft to LESSOR.

**22.6 Maintenance Policies and Procedures Manuals.** At return of the Aircraft and at LESSOR's request for the purposes of bridging and demonstrating to the next operator and its aviation authority how the Aircraft has been maintained, LESSEE will provide LESSOR with copies of its Maintenance Program (together with cross-references to each applicable MPD task), general maintenance manual, general policies and procedures manual, or their equivalents, and any other related controlled documentation which affects the Aircraft. Recognizing that LESSEE's maintenance policies and procedures manuals are proprietary to LESSEE, LESSOR agrees that they will be only utilized as set forth in Article 11.13 and this Article 22.6.

**22.7 Aircraft Inspection.**

22.7.1 During the maintenance checks performed prior to the proposed return date and at the actual return of the Aircraft, LESSOR or its representatives will have an opportunity to observe functional and operational system checks, perform a visual inspection of the Aircraft (taking into account the Aircraft type, age, use and other known factors with respect to the Aircraft) and perform a full inspection of the Aircraft Documentation (including records and manuals), all to LESSOR's satisfaction, it being understood that any inspection by LESSOR, its authorized agents or representatives during a "C" or equivalent check will be carried out on a timeline consistent with the work schedule and will not require the opening of panels not required to be opened by the workscope for such check. Any deficiencies from the Aircraft return condition requirements set forth in this Article 22 will be corrected by LESSEE at its cost prior to return of the Aircraft.

22.7.2 Following the performance of the Return Check (pursuant to Article 22.10.1) and immediately prior to the video borescope (pursuant to Article 22.10.6) and the return of the Aircraft to LESSOR, LESSEE will carry out for LESSOR and/or LESSOR's representatives an Aircraft acceptance flight which will be for not less than one hour and not more than two hours in which standard revenue flight profiles are demonstrated. Flight costs and fuel will be furnished by and at the expense of LESSEE. Any deficiencies from the Aircraft return condition requirements set forth in this Article 22 will be corrected by LESSEE at its cost prior to return of the Aircraft.

**22.8 Certificate of Airworthiness Matters.**



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- 22.8.1 The Aircraft will possess a current Certificate of Airworthiness issued by the Aviation Authority (although this Certificate of Airworthiness may later be replaced by an Export Certificate of Airworthiness or equivalent if requested by LESSOR pursuant to Article 22.14). In addition, even if LESSEE must perform engineering, maintenance and repair work on the Aircraft beyond the requirements of Article 11, the Aircraft at return must be in the condition required in order to meet the requirements for issuance of a U.S. Standard Certificate of Airworthiness for transport category aircraft issued by the FAA in accordance with FAR Part 21 and, in addition, to meet the operating requirements of FAR Part 121 (as in effect on the Delivery Date).
- 22.8.2 At LESSOR's request, LESSEE at its cost will demonstrate that the Aircraft meets the requirements for issuance of a U.S. Standard Certificate of Airworthiness for transport category aircraft specified in Article 22.8.1 by delivering to LESSOR at LESSOR's option either an actual U.S. Standard Certificate of Airworthiness (if the Aircraft is to be registered in the U.S.) or a letter acceptable to LESSOR signed by an FAA Designated Airworthiness Representative (DAR) or another Person acceptable to LESSOR stating that the DAR or such Person has inspected the Aircraft and Aircraft Documentation (including records and manuals) and has found that the Aircraft meets the requirements for issuance of a U.S. Standard Certificate of Airworthiness for transport category aircraft in accordance with FAR Part 21 and, in addition, meets the operating requirements of FAR Part 121.
- 22.8.3 If the Aircraft is to be registered in a country other than the U.S. after return from LESSEE, LESSOR may in its sole discretion waive the requirements of Article 22.8.2 and instead require that LESSEE at its expense (to the extent such expense is no greater than that which LESSEE would have incurred pursuant to Articles 22.8.1 and 22.8.2, with any additional expenses being for LESSOR's account) put the Aircraft in a condition to meet the requirements for issuance of a Certificate of Airworthiness of the aviation authority of the next country of register, it being understood that LESSOR will define any such requirements and provide LESSEE with the required workscope and parts.

22.9 **General Condition of Aircraft at Return.**

- 22.9.1 The Aircraft, Engines, APU and Parts will have been maintained and repaired in accordance with the Maintenance Program, the rules and regulations of the Aviation Authority and this Lease.
- 22.9.2 If any Part installed on the Airframe, any Engine or the APU at return was not installed at Delivery, then such Part will have met the requirements of Article 11.2.2 and 11.4 at the time of installation.
- 22.9.3 The requirements of Articles 11.2.2 and 11.4 will have been met with respect to the installation of OEM Parts during the Lease Term.

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- 22.9.4 Aircraft Documentation (including records and manuals) will have been maintained in English (except for the cabin rectification log book which may be maintained and returned in Spanish, provided that upon [REDACTED] written notice from LESSOR, LESSEE will translate the same into English if required by the next operator of the Aircraft), in an Electronic Records Format and in an up to date status, all in accordance with the rules and regulations of the Aviation Authority and this Lease and in a form necessary in order to meet the requirements of Article 22.8.1. The records and historical documents set forth in Exhibit O will be in English. If LESSEE subscribes to Manufacturer's on line data access services, LESSEE must nonetheless return the Aircraft manuals with all current revisions provided by Manufacturer in CD or other electronic format acceptable to LESSOR.
- 22.9.5 All hard time and life limited Parts which are installed on the Aircraft will have an FAA Form 8130-3 or EASA Form 1 evidencing the airworthiness of such Part at the time of installation on the Aircraft. In the case of life limited Parts, the documentation will also state the total Flight Hours, Cycles or calendar days, as applicable, since new and will demonstrate back-to-birth traceability. In the case of hard time Parts, the documentation will also state the time since last Overhaul or refurbishment, will have a reference to the relevant section of the Component Maintenance Manual under which the Part underwent Overhaul or refurbishment, as applicable, and will identify the FAA-approved repair agency or EASA-approved repair agency, as applicable, which performed the last Overhaul or refurbishment.
- 22.9.6 All Parts other than those referred to in Article 22.9.5 installed on the Aircraft will have a Serviceable Tag or will be listed in the OEM installation documents such as the Aircraft Readiness Log.
- 22.9.7 The Aircraft will be in the same working order and condition as at Delivery (subject to the other provisions of this Article 22, reasonable wear and tear from normal flight operations excepted), with all pilot discrepancies and deferred maintenance items cleared on a terminating action basis. The operating weights of the Aircraft and the engine thrust rating for each Engine will be the same (or higher than) as at Delivery.
- 22.9.8 The Aircraft will be airworthy, conform to type design and be in a condition for safe operation, with all Aircraft equipment, components and systems operating in accordance with their intended use and within limits approved by Manufacturer, the Aviation Authority and the FAA.
- 22.9.9 The Aircraft interior (including cabin and windows) and exterior will be clean, with all compartments free of foreign objects. The Aircraft will be substantially free of dirt, grease, fluids, stains, grime, cracks, tears and rips, consistent with worldwide

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commercial airline standards for used aircraft at completion of a check equivalent to the Return Check.

- 22.9.10 No special or unique Manufacturer, Engine manufacturer or Aviation Authority inspection or check requirements which are specific to the Aircraft or Engines (as opposed to all aircraft or engines of their types) will exist with respect to the Airframe, Engines and Aircraft equipment, components and systems.
- 22.9.11 All repairs to the Aircraft will have been accomplished in accordance with Manufacturer's Structural Repair Manual (or FAA-approved data supported by an FAA Form 8110-3 or FAA Form 8100-9)
- 22.9.12 All Modifications to the Aircraft (including any Modification supported by a supplemental type certificate) will have been accomplished in accordance with FAA-approved data supported by an FAA Form 8110-3, FAA Form 8100-9 or FAA supplemental type certificate. All Modifications will be incorporated into the applicable Manufacturer's manual.
- 22.9.13 The Aircraft will be returned with LESSOR's Engines and APU installed and with the same equipment as at Delivery, subject only to those replacements, additions and Modifications permitted under this Lease. For the avoidance of doubt, LESSEE will not be required to return emergency medical kits or defibrillators with the Aircraft. To the extent LESSEE performed a Modification which cost in excess of [REDACTED] and LESSOR did not approve such Modification in accordance with Article 11.10.1, LESSOR may require LESSEE to return the Aircraft in its original condition prior to such Modification.
- 22.9.14 All Airworthiness Directives which are issued prior to the date of return of the Aircraft and which require compliance [REDACTED] (the "**LESSEE AD Compliance Period**") will have been complied with on the Aircraft at LESSEE's cost as follows:
- (a) all such Airworthiness Directives for which terminating action is due within the LESSEE AD Compliance Period will have been accomplished by performing the terminating action; and
- (b) all such Airworthiness Directives for which terminating action is not due within the LESSEE AD Compliance Period will have been accomplished at the highest level of inspection or modification possible short of terminating action.
- 22.9.15 All Modifications which must be performed [REDACTED] in order to meet the FAA requirements for FAR Part 121 (as in effect on the Delivery Date) operations will have been incorporated on the Aircraft at LESSEE's cost.

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- 22.9.16 The Aircraft will be in compliance with Manufacturer's Corrosion Prevention and Control Program (CPCP) specified for the model type by Manufacturer and LESSEE will provide LESSOR with documentation substantiating such compliance.
- 22.9.17 If any waivers, deviations, dispensations, alternate means of compliance, extensions or carry overs with respect to maintenance or operating requirements, repairs or Airworthiness Directives are granted by the Aviation Authority or permitted by the Maintenance Program, LESSEE at its sole cost and expense will nonetheless perform such maintenance or operating requirements, repairs or Airworthiness Directives as if such waivers, deviations, dispensations, alternate means of compliance, or extensions or carry overs did not exist. For avoidance of doubt, any correcting damage exceeding SRM limits will be deemed acceptable under this Article 22.9.17 if documented with an FAA 8110-3 or 8100-9.
- 22.9.18 The Aircraft will be free from any Security Interest except LESSOR's Liens and no circumstance will have so arisen whereby the Aircraft is or could become subject to any Security Interest or right of detention or sale in favor of the Aviation Authority, any airport authority, Eurocontrol or any other authority or Government Entity.
- 22.9.19 All no charge vendor and Manufacturer's service bulletin kits received by LESSEE for the Aircraft but not installed thereon will be on board the Aircraft as cargo. All no charge vendor and Manufacturer's service bulletin kits ordered by LESSEE but not yet received will, upon receipt by LESSEE and at LESSEE's cost, be forwarded as instructed by LESSOR. At LESSOR's request, any other service bulletin kit which LESSEE paid for will also be delivered to LESSOR on board the Aircraft, but LESSOR will reimburse LESSEE for its actual out-of-pocket costs for such kit, unless LESSEE purchased such kit as part of its implementation program of a service bulletin on its fleet of aircraft of the same type as the Aircraft but had not yet installed such kit on the Aircraft, in which case such kit will be furnished free of charge to LESSOR.
- 22.9.20 The Aircraft will be free of any leaks which are found to be outside Manufacturer's maintenance manual limits and any damage resulting therefrom. All repairs will have been performed on a permanent basis in accordance with the applicable Manufacturer's instructions.
- 22.9.21 The Aircraft fluid reservoirs (including oil, oxygen, hydraulic and water) will be serviced to full and the waste tank serviced in accordance with Manufacturer's instructions. Fuel tanks will be at least as full as at Delivery.

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- 22.9.22 If LESSEE complies with Aviation Authority or Maintenance Program requirements by means of sampling within its fleet, LESSEE will, prior to return of the Aircraft, perform all required work on the Aircraft as if such sampling had not occurred with respect to the Aircraft.
- 22.10 **Checks Prior to Return.** Following removal of the Aircraft from revenue service and prior to return of the Aircraft to LESSOR, LESSEE at its expense will do each of the following:
- 22.10.1 LESSEE will have the Return Check performed by an EASA Part 145 or FAR 145 approved maintenance, overhaul, repair and modification facility approved for the type of maintenance required on aircraft or engines or parts of the same type as the Aircraft, Engines or Parts, or such other Person approved in advance in writing by LESSOR. LESSEE also agrees to perform during the Return Check any other work reasonably requested by LESSOR (and not otherwise required under this Lease) and LESSOR will reimburse LESSEE for performing such LESSOR requested work based on LESSEE's out-of-pocket and unburdened labor and material costs, including, for avoidance of doubt, any costs designated as to be at LESSOR's expense pursuant to Article 22.8.3 provided that LESSOR has provided its requirements in a reasonably timely manner.
- 22.10.2 LESSEE will remove LESSEE's exterior markings, including all exterior paint, by stripping (or, at LESSOR's option, pneumatically sanding) the paint from the fuselage, vertical stabilizer, horizontal stabilizer, wings and Engine cowlings, and clean, reseal, refinish, prepare (including application of alodine or another corrosion inhibitor) and prime the surfaces to be painted, all in accordance with Manufacturer's and paint manufacturer's recommendations. LESSEE will then repaint the fuselage, vertical stabilizer, horizontal stabilizer, wings and Engine cowlings in the colors and logo specified by LESSOR, subject to LESSEE having received the necessary livery drawings no fewer than [REDACTED] prior to commencement of the Return Check. Such painting will be accomplished in such a manner as to result in a uniformly smooth and cosmetically acceptable aerodynamic surface. All external placards, signs and markings will be properly attached, free from damage, clean and legible. After painting, the Aircraft will be weighed.
- 22.10.3 LESSEE will clean the exterior and interior of the Aircraft. LESSEE will also remove all visible LESSEE logos, nameplates and other LESSEE identification from the interior of the Aircraft, with removal accomplished in a way which returns the Aircraft to the condition in which the Aircraft would have been if such identification had not been installed, fair wear and tear excepted.

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- 22.10.4 If reasonably required by LESSOR, LESSEE will repaint by touch up the interior of the Aircraft, including flight deck, and replace missing, broken or illegible placards.
- 22.10.5 In accordance with Article 22.9.11, LESSEE will permanently repair damage to the Aircraft that exceeds Manufacturer's limits and replace any non-flush structural patch repairs installed on the Aircraft during the Lease Term with permanent flush-type repairs, in each case with no further inspection requirements other than the Category B inspection requirement of Manufacturer. If Manufacturer's Structural Repair Manual does not contain a permanent flush repair scheme for a particular type of damage, LESSEE will obtain a permanent flush repair scheme from Manufacturer (including an FAA Form 8110-3 or FAA Form 8100-9) and perform the permanent flush repair recommended by Manufacturer; provided that, if Manufacturer does not provide a permanent flush repair scheme or recommends against performance of a permanent flush repair for any reason, LESSEE may return the Aircraft with a permanent non-flush structural patch repair.
- 22.10.6 [INTENTIONALLY OMITTED].
- 22.10.7 With LESSOR and/or its representatives present, LESSEE, at LESSOR's sole cost, will cause each thrust reverser half to be inspected by a qualified third-party vendor or the component manufacturer of the thrust reversers pursuant to the AMM. LESSEE, at LESSEE's sole cost, will correct any discrepancies in accordance with the guidelines set out by the component maintenance manual which may be discovered during such inspection.
- 22.10.8 Immediately following completion of the acceptance flight as set forth in Article 22.7.2 and immediately prior to the return of the Aircraft to LESSOR, and with LESSOR and/or its representatives present, LESSEE will perform a full and complete hot and cold section video borescope on each Engine and its modules in accordance with Manufacturer's aircraft maintenance manual.
- 22.10.9 With LESSOR and/or its representatives present, LESSEE will accomplish a power assurance run on the Engines in accordance with Manufacturer's aircraft maintenance manual. LESSEE will record the Engine power assurance test conditions and results on the Return Acceptance Receipt.
- 22.10.10 LESSEE will provide evidence to LESSOR's reasonable satisfaction that the Engine historical and technical records, borescope inspection, trend monitoring and power assurance run do not reveal any condition which would cause the Engines or any module to be unserviceable, beyond serviceable limits or serviceable with an increased frequency of inspection or with calendar time, Flight Hour or Cycle restrictions under Manufacturer's aircraft maintenance manual. LESSEE will

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correct any discrepancies in accordance with the guidelines set out by Manufacturer (or Engine Manufacturer, if no Manufacturer guidelines are available) which may be discovered during such inspection.

- 22.10.11 In the event the Engine historical and technical records, borescope inspection, trend monitoring and other checks specified in Article 22.10.9 result in a dispute regarding the conformity of an Engine with the requirements of this Article 22, LESSEE and LESSOR will consult with Engine manufacturer and follow Engine manufacturer's recommendations (including the accomplishment of an Engine test cell operational check) with regard to determining if such Engine complies with the requirements of this Article 22 and the manner in which any discrepancies from the requirements of this Article 22 will be rectified.
- 22.10.12 Unless the APU is returned with [REDACTED] APU Hours consumed since the last completed medium repair to the power section, with LESSOR and/or its representatives present, LESSEE will perform an APU condition test in accordance with Manufacturer's aircraft maintenance manual and a complete hot and cold section video borescope on the APU. LESSEE will provide evidence to LESSOR's reasonable satisfaction that the APU condition test and borescope inspection do not reveal any condition which would cause the APU to be unserviceable, beyond serviceable limits or serviceable with an increased frequency of inspection or with calendar time, flight hour or cycle restrictions. LESSEE will correct any discrepancies in accordance with the guidelines set out by the manufacturer of the APU which may be discovered during such test or inspections.
- 22.11 **Part Lives.** At return, the condition of the Aircraft will be as follows:
- 22.11.1 The Aircraft will have [REDACTED] Flight Hours consumed since the Return Check (excluding Flight Hours consumed on the acceptance flight).
- 22.11.2 Each Engine will meet all of the following:
- (a) Each Engine will have at least [REDACTED] Flight Hours remaining to operate until its next anticipated removal (based on a review of the Engine historical and technical records, borescope inspection results, power assurance run results, trend monitoring data and the other checks specified in this Article 22).
  - (b) Each Engine will have a remaining hot day takeoff EGT margin sufficient to permit the operation of such Engine for the Flight Hours set forth in the preceding subparagraph (based on a review of trend monitoring data).
  - (c) Each Part of an Engine which has a life limit will have at least [REDACTED] Cycles remaining to operate until its next removal per Engine manufacturer's limit.

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- (d) Without limiting Article 11.4, if a life limited Part installed on an Engine at Delivery was replaced during the Lease Term, then the replacement life limited Part will have had, at the time of installation, no more cycles consumed than the removed life limited Part.
- 22.11.3 The APU will have at least [REDACTED] APU Hours remaining to operate until the next scheduled medium repair to the power section (including the compressor section) of the APU in accordance with the then-current Workscope Planning Guide of the APU manufacturer applicable to the APU based on the checks specified in Article 22.10.12 of the Lease.
- 22.11.4 Each leg of the Landing Gear will have at least [REDACTED] remaining pursuant to the MPD until the next scheduled Overhaul or scheduled removal.
- 22.11.5 Each Part of the Airframe, Engine or APU which has a hard time limit pursuant to the MPD will have at least [REDACTED] of such hard time Part's full allotment of Flight Hours and Cycles remaining to operate until its next scheduled Overhaul or scheduled removal pursuant to the MPD. However, if [REDACTED] of such hard time Part's full allotment of Flight Hours and Cycles between scheduled Overhauls or scheduled removals pursuant to the MPD is less than [REDACTED] Flight Hours and [REDACTED] Cycles, then such hard time Part will be returned with [REDACTED] Flight Hours and [REDACTED] Cycles since Overhaul or last removal.
- 22.11.6 Each life limited Part of the Airframe or the APU will have the greater of (a) at least [REDACTED] of such life limited Part's full allotment of Flight Hours and Cycles or (b) [REDACTED] Flight Hours and [REDACTED] Cycles remaining to operate until its next scheduled replacement pursuant to the MPD (in case of an Airframe life limited Part) or the limit of the manufacturer of the APU (in case of an APU life limited Part). However, if such life limited Part's full allotment of Flight Hours and Cycles remaining to operate is less [REDACTED] Flight Hours and [REDACTED] Cycles, then such life limited Part will be returned with [REDACTED] of its total approved Flight Hours and Cycles remaining.
- 22.11.7 Without limiting Article 11.4, if a life limited Part installed on the Airframe (including the Landing Gear) at Delivery was replaced during the Lease Term, then [REDACTED].
- 22.11.8 Each Part which has a calendar time limit will have at least [REDACTED] remaining to operate until removal pursuant to the MPD. If a Part with a calendar time limit has a total approved calendar time remaining pursuant to the MPD of less than [REDACTED], then such Part will be returned with [REDACTED] of its total approved calendar time remaining until removal.



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- 22.11.9 Each Part installed on the Aircraft during the Lease Term (excluding life-limited Parts) will have total Flight Hours or total Cycles since new no greater than [REDACTED] of that of the Airframe where such a Part's total Flight Hours or total Flight Cycles can be ascertained.
- 22.11.10 Each Landing Gear tire and brake will have at least [REDACTED] of its full life remaining (except for life consumed on the acceptance flight).
- 22.11.11 Each half of each Thrust Reverser will be serviceable and operating within its intended limits in accordance with the Component Maintenance Manual issued by Manufacturer.
- 22.11.12 LESSEE will pay to LESSOR any AD True Up Amount calculated in accordance with Section 4 of Schedule 2 to that certain Amendment #04 to Aircraft Lease Agreement dated as of [\_\_\_\_\_] between LESSOR and LESSEE in respect of the Aircraft.
- 22.11.13 [REDACTED]
- 22.12 APU Exchange. LESSEE may, by [REDACTED] written notice to LESSOR, elect to replace the APU at return of the Aircraft with an auxiliary power unit owned by an Affiliate of LESSOR and on lease to LESSEE in connection with a Boeing 787 aircraft or an auxiliary power unit owned and operated by LESSEE in connection with a Boeing 787-9 aircraft and in all cases meeting the requirements of this Article 22.12 (a "Substitute APU"), provided that such [REDACTED] notice will not be required when the APU does not meet the requirements of Article 22 and a Substitute APU is necessary to meet such requirements.
- 22.12.1 Where a proposed auxiliary power unit is owned by LESSOR or an Affiliate of LESSOR, such auxiliary power unit must meet the following criteria to qualify as a Substitute APU under this Article 22.12. The auxiliary power unit must (a) meet the requirements for the aircraft model applicability as determined by Manufacturer and APU Manufacturer; (b) meet all of the requirements of the Lease, including but not limited to the requirements of this Article 22; and (c) must be of the same or better modification status as the original APU that it is replacing.
- 22.12.2 Where a proposed auxiliary power unit is owned and operated by LESSEE, such auxiliary power unit must meet the following criteria to qualify as a Substitute APU under this Article 22.12. The proposed auxiliary power unit must: (a) meet all of the requirements of the Lease, including but not limited to the requirements of this Article 22, (b) be of the same or better modification status as the APU that it is replacing; (c) have full back-to-birth trace documentation for all life limited Parts and back to last repair/overhaul trace for any other serialized or hard time Parts installed thereon; and (d) be free of any Security Interests. LESSOR and LESSEE

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will discuss in good faith variances from the requirements of this Article 22.12.2 in exchange for compensation. LESSEE may, at the time it provides notice of an auxiliary power unit substitution under this Article 22.12.2, propose that LESSOR accept title to a proposed substitute auxiliary power unit directly from a third party that is leasing such auxiliary power unit to LESSEE. LESSOR's acceptance of such proposal will be subject to completion of diligence in respect of such third party to LESSOR's reasonable satisfaction and not otherwise unreasonably withheld.

22.12.3 LESSEE will at its own expense cooperate with LESSOR to lawfully minimize any taxes arising from an APU exchange contemplated by this Article 22.12 (including but not limited to positioning the Substitute APU or original APU in a tax-favorable jurisdiction) and to implement any necessary transfer of title or amendments to the Lease. LESSEE will reimburse LESSOR for LESSOR's reasonable out-of-pocket costs incurred in effecting an exchange under this Article 22.12. Where the Substitute APU is owned by LESSEE, LESSEE will transfer to LESSOR good and marketable title thereto, free of all Security Interests, and warrant the same to LESSOR and its successors and assigns.

22.14 **Export and Deregistration of Aircraft.** At LESSOR's request, LESSEE at its cost will (a) provide an Export Certificate of Airworthiness or its equivalent from the State of Registration and any other necessary documentation so that the Aircraft can be exported to the country designated by LESSOR, (b) assist with deregistration of the Aircraft from the register of aircraft in the State of Registration, (c) assist with arranging for prompt confirmation of such deregistration to be sent by the registry in the State of Registration to the next country of registration, (d) provide Lessor with certified copies of any customs declaration, waiver, certificate, release or equivalent evidencing the full payment of any duties due by LESSEE to the customs authorities in the State of Registration or the Habitual Base or any other applicable jurisdiction, (e) provide evidence issued by the Aviation Authority that the Aircraft has been removed from the Air Operator Certificate and concession of LESSEE, and (f) perform any other acts reasonably required by LESSOR in connection with the foregoing. If any Aircraft work which LESSEE is not otherwise required to perform hereunder, including engineering, is required in order to obtain such Export Certificate of Airworthiness, LESSEE will perform such work and LESSOR will reimburse LESSEE for such work at LESSEE's out-of-pocket and unburdened labor and material costs.

22.15 **Delay in Return of Aircraft Due to LESSOR Work Requests.** LESSEE will not be required to pay monthly Rent to LESSOR for any whole days that return of the Aircraft to LESSOR is delayed solely as a result of LESSOR's requests that additional work be performed over and above the work necessary to place the Aircraft in the condition required by this Article 22, including for avoidance of doubt work performed pursuant to Articles 22.8.3 and 22.10.1.

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22.16 **LESSEE's Continuing Obligations.** In the event that LESSEE does not return the Aircraft to LESSOR on the Expiration Date and in the condition required by this Article 22 [REDACTED]:

22.16.1 the obligations of LESSEE under this Lease will continue in full force and effect on a day to day basis until such return. This will not be considered a waiver of LESSEE's Event of Default or any right of LESSOR hereunder.

22.16.2 Until such return, the Agreed Value will be an amount equal to the Agreed Value on the day the Aircraft should have been returned to LESSOR pursuant to this Lease.

22.16.3 Without limiting LESSOR's rights and remedies under Article 24 and except for a delay in return of the Aircraft for the reason set forth in Article 22.14, until such time as the Aircraft is returned to LESSOR and put into the condition required by this Article 22, LESSEE will continue to pay the monthly Rent specified in Article 4.3 for each day from the Expiration Date until and including the earlier of the Termination Date or the day that is [REDACTED] after the Expiration Date. Commencing on the day that is [REDACTED] after the Expiration Date, instead of paying the monthly Rent specified in Article 4.3, LESSEE will pay [REDACTED]x the amount of the monthly Rent in effect on the Expiration Date for each day from the day immediately following the day that is [REDACTED] after the Expiration Date until and including the Termination Date. In determining the applicable monthly Rent per day for purposes of this calculation, the monthly Rent payable as of the Expiration Date in respect of the month of the Lease Term in which the Expiration Date occurs will be prorated based on the actual number of days in the applicable month following the Expiration Date. Payment will be made upon presentation of LESSOR's invoice.

22.16.4 LESSOR may elect, in its sole and absolute discretion, to accept the return of the Aircraft prior to the Aircraft being put in the condition required by this Article 22 and thereafter have any such non conformance corrected [REDACTED]. Any direct expenses incurred by LESSOR for such correction will be payable by LESSEE within [REDACTED] following the submission of a written statement by LESSOR to LESSEE, identifying the items corrected and setting forth the expense of such corrections. LESSEE's obligation to pay such amounts will survive the Termination Date.

22.17 **Airport and Navigation Charges.** LESSEE will ensure that at return of the Aircraft any and all airport, navigation and other charges which give rise or may if unpaid give rise to any lien, right of detention, right of sale or other Security Interest in relation to the Aircraft, Engine, APU or any Part have been paid and discharged in full and will at LESSOR's request produce evidence thereof satisfactory to LESSOR.

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22.18 **Return Acceptance Receipt.** Upon return of the Aircraft in accordance with the terms of this Lease, LESSEE will prepare and execute two Return Acceptance Receipts in the form and substance of Exhibit O and LESSOR will countersign and return one such Return Acceptance Receipt to LESSEE, such counter-signature not be unreasonably withheld. In addition, LESSEE and LESSOR will execute a termination agreement (or similar document or certificate) for filing with the Aviation Authority or any other applicable Government Entity to obtain the deregistration of the Aircraft from the State of Registration and evidencing the termination of the leasing of the Aircraft in a form reasonably satisfactory to LESSOR and LESSEE. For avoidance of doubt, LESSEE's obligation to pay monthly Rent (and if applicable any increased monthly Rent due under Article 22.16.3) will terminate on [REDACTED].

22.19 **Indemnities and Insurance.** The indemnities and insurance requirements set forth in Article 15 and Article 16, respectively, will apply to Indemnitees and LESSOR's representatives during return of the Aircraft, including the ground inspection and acceptance flight. With respect to the acceptance flight, LESSOR's representatives will receive the same protections as LESSOR on LESSEE's Aviation and Airline General Third Party Liability Insurance.

22.20 **Storage.** At LESSOR's request, LESSEE will continue to lease the Aircraft under this Lease for a period not to exceed [REDACTED]. During this period, LESSEE will have no obligations under this Lease except, at LESSOR's cost, to park and store the Aircraft in accordance with Manufacturer's recommended short term storage program at one of LESSEE's principal maintenance facilities (or such other location as LESSOR and LESSEE may agree) and to maintain all insurance on the Aircraft. LESSEE will not utilize the Aircraft for any reason during this period.

22.21 **Ferry Flight.** LESSOR may require LESSEE to operate a ferry flight of the Aircraft at the time of return to a location other than the location set forth in Article 22.4. If the Aircraft is not at the location set forth in Article 22.4 at the time that LESSOR advises LESSEE of the need for such ferry flight, [REDACTED].

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**Schedule 5 – New Article 22A.**

**ARTICLE 22A – END OF LEASE PAYMENTS**

**22A.1 End of Lease Payment Calculation.**

At Redelivery of the Aircraft, LESSEE will owe to LESSOR a payment in respect of LESSEE's utilization of the Aircraft calculated as follows. LESSEE will make any payment due under Article 22.2 and this Article 22A at redelivery of the Aircraft to LESSOR as additional Rent and otherwise in accordance with Article 4 of the Lease.

**22A.2 Definitions.** The following words have the meanings indicated in this Article 22A.

**"Maintenance Component"** means (a) the Airframe, (b) each Engine module, (c) each Engine life-limited Part (d) the APU, and (e) each leg of the Landing Gear.

**"Heavy Maintenance Event"** means, (a) in respect of the Airframe, the Airframe Major Check, (b) in respect of an Engine module, a Module Performance Restoration, (c) in respect of the APU, a medium repair to the power section of the APU in accordance with the then-current APU manufacturer's Workscope Planning Guide applicable to the APU, and (d) in respect of a leg of the Landing Gear, an Overhaul.

**"Petition Date Condition"** means, with respect to a Maintenance Component, the number of calendar months, Flight Hours or Cycles (as applicable) consumed on such Maintenance Component since completion of the last Heavy Maintenance Event (or since new if no Heavy Maintenance Event has been completed) on the date that LESSEE's bankruptcy proceeding commenced, as set forth in Schedule 2 to Amendment #04 to the Lease.

**"Redelivery Condition"** means, with respect to a Maintenance Component, the number of calendar months, Flight Hours or Cycles (as applicable) consumed on such Maintenance Component since completion of the last Heavy Maintenance Event (or since new if no Heavy Maintenance Event has been completed), as of the date of redelivery of the Aircraft to LESSOR.

**"Maintenance Event Unit Cost"** means each of the following.

- (a) In respect of the Airframe Major Check, the quotient obtained by dividing (i) [REDACTED] by (ii) [REDACTED]. For avoidance of doubt, [REDACTED].
- (b) In respect of an Engine module, the product of (i) [REDACTED], multiplied by (ii) [REDACTED].

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- (c) In respect of a life-limited Part installed on an Engine, the quotient obtained by dividing (i) [REDACTED] by (ii) [REDACTED].
- (d) In respect of the APU, the quotient of (i) [REDACTED], divided by (ii) [REDACTED].
- (e) In respect of each leg of the Landing Gear, the quotient obtained by dividing (i) [REDACTED] by (ii) [REDACTED].

22A.3 Calculation of Payments and Credits. At redelivery of the Aircraft, LESSOR and LESSEE will compare each Petition Date Condition and Redelivery Condition for each Maintenance Component and make the following calculations.

- (a) For any Maintenance Component where the Redelivery Condition is less than the corresponding Petition Date Condition, then LESSEE will owe LESSOR an amount equal to the product of the difference multiplied by the applicable Maintenance Event Unit Cost (each, a "**Maintenance Redelivery Payment**").
- (b) For any Maintenance Component where a Redelivery Condition is greater than the corresponding Petition Date Condition, then LESSEE is entitled to a non-refundable credit in an amount equal to the product of the difference multiplied by the applicable Maintenance Event Unit Cost (each, a "**Maintenance Redelivery Credit**").
- (c) The Maintenance Redelivery Payments will be added and the Maintenance Redelivery Credits set off against such sum. If the resulting amount is positive, then LESSEE will pay such amount to LESSOR at redelivery of the Aircraft. If the resulting amount is zero or negative, then neither LESSOR nor LESSEE will owe the other any amount under this Article 22A.

**Schedule 6 – Replacement Article 23.**

**Article 23 ASSIGNMENT**

**23.1 No Assignment by LESSEE.** NO ASSIGNMENT, NOVATION, TRANSFER, MORTGAGE OR OTHER CHARGE MAY BE MADE BY LESSEE OF ANY OF ITS RIGHTS OR OBLIGATIONS WITH RESPECT TO THE AIRCRAFT, ANY ENGINE OR PART, THIS LEASE OR ANY OTHER OPERATIVE DOCUMENT.

**23.2 Sale or Assignment.**

23.2.1 Subject to the protections set forth in Article 23.6, LESSOR or Owner Participant may at any time and without LESSEE's consent sell, assign or transfer any or all of its respective rights, interest and obligations under the Lease and the other Operative Documents or with respect to the Aircraft to a third party, provided that any Transferee which succeeds to all of LESSOR's rights, interest and obligations under the Lease, or a guarantor of the obligations of such Transferee, will at the time of transfer (a) (i) have a net worth of not less than US\$15 million or (ii) have assets of at least US\$15 million more than the aggregate of any liabilities owed by such Transferee to third parties, excluding from such calculation any liabilities owed by such Transferee to third parties ranking below any liabilities that such Transferee may have towards LESSEE, or (iii) have its obligations under the Lease guaranteed by an entity having such net worth, (b) will not be an airline or other commercial operator of aircraft, (c) will not be a direct competitor of LESSEE, and (d) will be an experienced commercial aircraft lessor (or will appoint a servicer or employ personnel experienced in commercial aircraft leasing) (a **"Transferee"**).

23.2.2 The term "LESSOR" as used in this Lease means the lessor of the Aircraft at the time in question. In the event of a transfer of LESSOR's rights and obligations under this Lease and the other Operative Documents, the applicable Transferee will become "LESSOR" of the Aircraft under this Lease and the transferring party (the prior "LESSOR") will be relieved of all liability to LESSEE under this Lease and the other Operative Documents for obligations arising on and after the time of the transfer. In such case, LESSEE will acknowledge and accept the applicable Transferee as the new "LESSOR" under this Lease and will look solely to such Transferee for the performance of all LESSOR obligations and covenants under this Lease and the other Operative Documents arising on and after the time of the transfer.

**23.3 Grant of Security Interest.** Subject to the protections set forth in Article 23.6, LESSOR may at any time and without LESSEE's consent grant a Security Interest in the Aircraft and/or LESSOR's right, title and interest in any Operative Document to any Finance Party as security for the obligations of LESSOR or any Affiliate of LESSOR under any Finance Document. Accordingly, if a Finance Party requires, as a condition to providing financing, any non-substantive modification of this Lease, LESSEE agrees to enter into an agreement so modifying this Lease.

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23.4 **LESSEE Cooperation.** In connection with any sale, assignment or transfer under Article 23.2 or any grant of a Security Interest under Article 23.3, and on request by LESSOR, any applicable Transferee or any Finance Party, LESSEE will execute all such documents (such as a notice and acknowledgment of assignment or a lease assignment or novation agreement) and provide a replacement certificate of insurance (in accordance with Article 16 and Exhibits E and F) as LESSOR, such Transferee or such Finance Party may reasonably require to confirm LESSEE's obligations under this Lease and the other Operative Documents, obtain LESSEE's acknowledgment that LESSOR is not in breach of the Lease or acknowledge any such sale, assignment, transfer or grant. LESSEE will provide all other reasonable assistance and cooperation to LESSOR or Owner Participant, any applicable Transferee and any applicable Finance Party (as any such Person may require) in connection with any such sale assignment, transfer or grant (including assistance in efforts to minimize or eliminate any costs), or the perfection and maintenance of any such Security Interest (including, at LESSOR's cost, making all necessary filings and registrations in the State of Registration), providing either (i) an IDERA duly executed by LESSEE and acknowledged by the Aviation Authority for purposes of the Cape Town Convention if an IDERA is effective in Mexico or another relevant jurisdiction, or (ii), where no IDERA is effective, a Deregistration Power of Attorney in form reasonably acceptable to LESSOR and the Transferee (in both English and Spanish) duly executed by LESSEE and in compliance with the requirements of Mexican Law in all cases in favor of any applicable Transferee; LESSEE will further provide all opinions of counsel with respect to matters reasonably requested by LESSOR, Owner Participant, any applicable Finance Party or any applicable Transferee. LESSOR will reimburse LESSEE for its reasonable and properly documented out-of-pocket costs in reviewing documents (including but not limited to reasonable legal fees and expenses) required by LESSOR, Owner Participant or any applicable Finance Party.

23.5 **Advance Consent Under Cape Town Convention.** For the purpose of Article 33(1) of the Convention and Article XV of the Protocol, LESSEE hereby consents in advance to the transfer of the associated rights and related International Interests in respect of any assignment or sale by LESSOR or the granting of any Security Interest by LESSOR in accordance with Articles 23.2 or 23.3. For the avoidance of doubt, no additional consent by LESSEE will be required in connection with any such assignment of associated rights and the related International Interests pursuant to the Cape Town Convention.

23.6 **Protections.**

23.6.1 If requested by LESSEE, at the time of any sale, assignment or transfer under Article 23.2 or any grant of a Security Interest under Article 23.3 LESSOR will obtain for the benefit of LESSEE an acknowledgment from any applicable Transferee, or any applicable Finance Party holding a Security Interest in the Aircraft, that so long as no Default or Event of Default has occurred and is continuing hereunder, such Person will not interfere with LESSEE's quiet use, possession and enjoyment of the Aircraft in accordance with this Lease, but the exercise by such Transferee of any rights of LESSOR under or in respect of this Lease or any of the other Operative Documents will not constitute such an interference.



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23.6.2 LESSOR will not be entitled to make a sale, assignment, or transfer under Article 23.2 or any grant a Security Interest under Article 23.3 if at the time thereof, and by reference to applicable Law in effect at the time thereof, a material increase in LESSEE's financial obligations would result (including in respect of Taxes), or LESSEE's contractual rights under this Lease would be diminished in any material way, without the prior written consent of LESSEE (which consent will not be unreasonably withheld, conditioned or delayed); provided, that (a) an increase in the number of beneficiaries under any applicable insurance or reinsurance will not constitute an increase in the financial obligations of LESSEE under the Lease and (b) an addition or replacement of one or more Indemnitees or Tax Indemnitees will not be deemed to be an increase in LESSEE's financial obligations.

23.6.3 In connection with any sale, assignment or transfer by any of LESSOR or Owner Participant under Article 23.2, the disclaimer and indemnity provisions contained in Article 8 and Article 15 will continue to be applicable after the sale, assignment or transfer to (and the term "LESSOR" or "Owner Participant" (as applicable) as used in such provisions will be deemed to include) the transferring (and any prior) LESSOR and Owner Participant (as applicable). For a period of two years after such sale, assignment or transfer and at LESSEE's cost, LESSEE will continue to name the transferring LESSOR and Owner Participant (as applicable), the other Indemnitees (as existing immediately prior to such sale or transfer), as additional insureds under the Aviation and Airline General Third Party Liability Insurance required by this Lease.

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**Schedule 7 – New Attachment 1 to Exhibit O.**

Attachment 1 AIRCRAFT RECORDS

[REDACTED]

ENGINES RECORDS

[REDACTED]

APU RECORDS

[REDACTED]

COMPONENT RECORDS

[REDACTED]

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**Schedule 8 – New Exhibit R**

**EXHIBIT R** [REDACTED]

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**Schedule 9 – New Exhibit S**

**EXHIBIT S** [REDACTED]

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**Schedule 10 – Form of Bankruptcy Court Order**

[To be Inserted]

**Annex 4**

**Lease Amendment (35312)**

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**AMENDMENT #03 TO AIRCRAFT LEASE AGREEMENT**  
(Boeing 787-8, MSN 35312, Registration Mark N967AM)

THIS AMENDMENT #03 TO AIRCRAFT LEASE AGREEMENT dated as of \_\_\_\_\_, 2021 (this "**Amendment**") is entered into between WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as owner trustee of Aircraft 78B-35312 (Delaware) Trust ("**LESSOR**") and AEROVÍAS DE MÉXICO, S.A. DE C.V. ("**LESSEE**") in light of the following facts:

**R E C I T A L S**

A. LESSOR and LESSEE have previously entered into that certain Aircraft Lease Agreement dated as of March 29, 2012 (as the same may be amended, assigned, supplemented or otherwise modified from time to time in accordance with its provisions and as more particularly described in Schedule 1 attached hereto, the "**Lease**"), pursuant to which LESSOR is leasing to LESSEE one Boeing 787-8 aircraft bearing manufacturer's serial number 35312 and U.S. registration mark N967AM with two General Electric GEnX-1B70/P2 engines bearing serial numbers 956316 and 956317.

B. On the terms and conditions contained herein, LESSEE and LESSOR have agreed to amend the Lease as provided below.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth below and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), LESSOR and LESSEE hereby agree as follows:

**A G R E E M E N T**

1. Defined Terms.

- a. Any and all initially capitalized terms not otherwise defined herein have the meanings given to them in the Lease. Unless the context requires otherwise, any reference to the plural includes the singular, the singular includes the plural, the part includes the whole and the terms "including" or "includes" are not limiting.
- b. Except where the context otherwise requires, the following words have the following meanings for all purposes in this Amendment and the Lease.

"AerCap Transactions" has the meaning ascribed to such term in section 1 of Schedule 2 attached hereto.

"Agreed Claim Amount" has the meaning ascribed to such term in section 6.a of

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Schedule 2 attached hereto.

**"Approval Order"** means the Bankruptcy Court's order in the form agreed to by the parties and attached as Schedule 4 hereto.

**"Bankruptcy Cases"** means the Chapter 11 cases and proceedings initially filed by Lessee and its Affiliates on June 30, 2020 under the lead case no. 20-11563 with the Bankruptcy Court and all affiliated and associated filings and proceedings in any other court or jurisdiction relating to such cases.

**"Bankruptcy Court"** means the United States Bankruptcy Court for the Southern District of New York.

**"Effective Date"** shall have the meaning ascribed to such term in paragraph 23 below.

**"Other Lease Agreements"** has the meaning ascribed to such term in section 1 of Schedule 2 hereto.

**"PBH Stipulation"** means that certain Stipulation and Order between Certain Debtors and Counterparties Concerning Certain Equipment, dated September 14, 2020 and approved and entered by the Bankruptcy Court on September 21, 2020 Docket No. 402, which, among other things, sets forth certain agreements and terms relating to the Aircraft.

**"Rejection Event"** is defined in paragraph 24.b. below.

**"U.S. Bankruptcy Code"** means title 11 of the United States Code.

- c. **Modifications to Existing Defined Terms.** Article 2 of the Lease is hereby amended by deleting the existing text associated with the words listed below and inserting in its place the new text indicated below.

**"Aircraft Documentation"** means all (a) log books, Aircraft records, manuals and other documents provided to LESSEE in connection with the Aircraft, (b) documents listed in the Acceptance Certificate and Exhibit P and (c) any other documents required to be maintained during the Lease Term and until the Termination Date by the Aviation Authority, the Maintenance Program or this Lease.'

**"Return Check"** means the accomplishment of a "12-year" check pursuant to the MPD and all lesser checks in accordance with the MPD performed with such "12-year" check (including all non-routine work generated as a result of performance



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of such checks). If pursuant to the MPD, the performance interval for a task is shorter than every 12 years, then such task will also be performed.

- d. New Defined Terms. Article 2 of the Lease is hereby amended by inserting the following new terms in alphabetical order.

**"Airframe Major Check"** means all "12-year" tasks together with all lower tasks that are required to clear the Aircraft for the next [REDACTED] of operation all to be completed pursuant to the MPD together with the rectification of any deficiencies resulting from the findings thereof.

**"Finance Document"** means any loan agreement, credit agreement, conditional sale agreement, headlease, participation agreement, mortgage, security agreement, indenture, lease assignment or any other similar agreement entered into by LESSOR, Owner Participant or any of their respective Affiliates with any Finance Party in connection with the financing or refinancing of the Aircraft.

**"Finance Parties"** means (a) any Person which has provided financing (whether by way of superior lease, loan or otherwise) to LESSOR, Owner Participant or any of their respective Affiliates pursuant to any Finance Document, (b) any Person which holds a Security Interest in the Aircraft or LESSOR's right, title and interest in any Operative Document to secure the obligations of LESSOR, Owner Participant or any of their respective Affiliates pursuant to any Finance Document and (c) any agent, loan agent, arranger, trustee, security trustee, collateral trustee or similar Person acting pursuant to any Finance Document (in the case of each of the subparts above, as notified to LESSEE by LESSOR in writing from time to time), and the respective transferees, successors and assigns of any of the foregoing, and the expression **"Finance Party"** means any of the foregoing individually.

- e. The Lease is hereby amended by deleting the existing term "LESSOR's Lender" wherever such term appears and inserting in its place the new term "Finance Party".
- f. The Lease is hereby amended by deleting the existing term "LESSOR's Assignee" wherever such term appears and inserting in its place the new term "Transferee".

2. Lease Term Extension. The Lease Term is hereby extended for twenty-four months from and including April 25, 2026 through and including April 24, 2028 (such period, the **"First Extension Period"**). The new Expiration Date is April 24, 2028. Any existing extension option(s) under the Lease in effect prior to the date hereof are hereby terminated.

3. New Extension Option. So long as no Event of Default has occurred and is continuing under the Lease on the date of exercise of an option or on the commencement date of the extension lease term with respect to such option, LESSEE will have one option to extend the term of leasing of the Aircraft for a period of [REDACTED] (such period the **"Second Extension**

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**Period").** LESSEE may exercise this option by providing LESSOR with written notice of its election [REDACTED] no less than [REDACTED] prior to the then-current Expiration Date. Such notice, when given, will be irrevocable.

4. Conditionally Refundable Fee. The agreements of the parties in respect of the Conditionally Refundable Fee are set forth in section 2 of Schedule 2 hereto.

5. Monthly Rent. The agreements of the parties in respect of monthly Rent, Hourly Rent, Usage Rent, Customization Rent, and Swap Rate Rent are set forth in section 3 of Schedule 2 hereto.

6. Reserves. The agreements of the parties in respect of Reserves are set forth in section 4 of Schedule 2 hereto.

7. Subleasing. The Lease is hereby amended by deleting the existing text of Article 11 and inserting in its place the new text set forth in Schedule 3 hereto.

8. Specific Engine Requirements.

a. The Lease is hereby amended by deleting the existing text of Article 12.2.3(b) and inserting in its place the following new text.

"(b) perform, at a minimum, a workscope sufficient to build the Engine to an interval equal to such Engine's full operating interval, as determined in accordance with the recommendations of the Engine Manufacturer."

b. The Lease is hereby amended by deleting the existing text of Article 12.2.5 and inserting in its place the following new text.

"12.2.5 LESSEE may enter into any engine maintenance agreement with Engine Manufacturer without LESSOR's prior consent, provided that such agreement (i) does not charge LESSEE on a power by the hour basis (other than the monthly administrative fee or "popular rate" that the Engine manufacturer may charge in accordance with its customary procedures), and (ii) does not permit the Engine manufacturer to place a Security Interest on an Engine for any reason other than amounts owed by LESSEE for work performed on that Engine. Except as set forth in the immediately preceding sentence, LESSEE will not enter into any engine maintenance cost per flight hour, power by the hour or similar agreement with Engine manufacturer or any other engine maintenance facility without LESSOR's prior written consent. LESSOR and LESSEE acknowledge that nothing in this Article 12.2.5 or LESSOR's approval of any proposed engine maintenance cost per

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hour or similar agreement will vary LESSEE's obligations under Articles 12 or 22 of the Lease."

9. Specific Airframe Requirements. Article 12.3 of the Lease is hereby amended by deleting the existing text thereof and inserting in its place the following new text.

"12.3 [INTENTIONALLY DELETED]."

10. Replacement of Parts. The Lease is hereby amended by deleting the existing text of Article 12.5 and inserting in its place the following new text.

"12.5 Replacement of Parts.

12.5.1 LESSEE, at its own cost and expense, will promptly replace, or cause the replacement of, all Parts which may from time to time become worn out, lost, stolen, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for their intended use for any reason whatsoever. In the ordinary course of maintenance, service, repair, Overhaul or testing, LESSEE may remove any Part provided that LESSEE promptly replaces such Part. All such replacement Part(s) will (i) be of the same type and model as the Part(s) replaced, (ii) be free and clear of all Security Interests (except Permitted Liens) of any kind or description, (iii) be in airworthy condition, be of equivalent or better modification status and have a value and utility at least equal to the Part(s) replaced, assuming such replaced Parts were in the condition and repair required to be maintained by the terms hereof, and (iv) at installation have a current Serviceable Tag. Except to the extent permitted by Article 12.5.2, no PMA Part or part incorporating a repair that is approved by an FAA Designated Engineering Representative or by a Person or organization holding Design Organization Approval under EASA Part 21 (a "**DER Repair**") will be installed.

12.5.2 [REDACTED]

12.5.3 All Parts removed from the Aircraft will remain the property of LESSOR and subject to the Finance Documents and this Lease no matter where located, until such time as such Parts have been replaced by Parts (which have been incorporated or installed in or attached to the Aircraft) which meet the requirements for replacement Parts specified above and title to such replacement Parts has passed to LESSOR subject to the Finance Documents and this Lease under applicable Law. LESSEE will ensure, without further act from LESSOR, that immediately upon any replacement Part becoming incorporated or installed in or attached to the Aircraft as above provided (i) title to the replacement Part will thereupon vest in

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LESSOR subject to the Finance Documents and this Lease but otherwise free and clear of all rights of LESSEE and Security Interests, (ii) title to the removed Part will thereupon vest in LESSEE, free and clear of all rights of LESSOR, and (iii) such replacement Part will become subject to this Lease and be deemed to be a Part hereunder to the same extent as the Part originally incorporated or installed in or attached to the Aircraft. "

11. LESSOR Inspection Rights. The Lease is hereby amended by deleting the existing text of Article 12.14 and inserting in its place the following new text:

"12.14 LESSOR Inspection Rights.

12.14.1 At any time (subject to Article 12.14.4), LESSOR, its authorized agents or representatives (which may be Manufacturer or Engine manufacturer) or a next Aircraft lessee will have the right to inspect and take photographs of the Aircraft and review the Aircraft Documentation.

12.14.2 LESSEE will give LESSOR reasonable written notice before the Aircraft undergoes any "C" or equivalent check. Any inspection by LESSOR, its authorized agents or representatives during a "C" or equivalent check will be carried out on a timeline consistent with the work schedule and will not require the opening of panels not required to be opened by the workscope for such check.

12.14.3 If the Aircraft is at a third party maintenance facility or any other area with restricted access, LESSEE will cause such facility or any applicable Person to allow LESSOR and/or its authorized agents or representatives to inspect and take photographs of the Aircraft and review the Aircraft Documentation.

12.14.4 LESSOR will provide LESSEE with reasonable notice prior to any inspection by LESSOR and/or its authorized agents or representatives and will coordinate with LESSEE and/or any applicable third party maintenance facility so as to cause minimum practical disturbance to the operation or maintenance of the Aircraft or the personnel of LESSEE or the applicable third party maintenance facility.

12.14.5 LESSEE expressly authorizes and consents to allowing Manufacturer, Engine manufacturer, any applicable maintenance or repair organization and the respective field service representatives of any of the foregoing to provide LESSOR with information about the condition and maintenance of the Aircraft (including the Aircraft Documentation) on an ongoing basis. Manufacturer, Engine manufacturer, any applicable maintenance or repair

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organization and the respective field service representatives of any of the foregoing may report their findings and provide documentation to LESSOR without the need for any notice to or further authorization from LESSEE.

- 12.14.6 LESSOR will have no duty to make any inspection of the Aircraft and will not incur any liability or obligation by reason of (and LESSEE's indemnity obligations pursuant to Article 17.1 will apply notwithstanding) LESSOR and/or its authorized agents or representatives or a next Aircraft lessee making or not making any such inspection or by reason of any reports LESSOR receives regarding the Aircraft."

12. [REDACTED]

13. Redelivery Conditions. The Lease is hereby amended by deleting the existing text of Article 23 and inserting in its place the new text set forth in Schedule 4 hereto. Any cross-references in the Lease to specific clauses of Article 23 will be deemed to be updated to refer to the updated clauses of Article 23.

14. Maintenance Redelivery Payments. The Lease is hereby amended by inserting the text set forth in Schedule 5 hereto as a new Article 23A after the end of the existing Article 23.

15. Assignment. Article 24 of the Lease is hereby amended by deleting the existing text thereof and inserting in its place the text set forth in Schedule 6 hereto.

16. Events of Default.

- a. Article 25.2.17 of the Lease is hereby amended by deleting the existing text "any other purchase agreement, lease, conditional sale agreement or other agreement pursuant to which LESSEE has possession of any aircraft" and inserting in its place the following text "any other purchase agreement or conditional sale agreement pursuant to which LESSEE has possession of any aircraft."
- b. LESSOR and LESSEE agree that, (a) notwithstanding anything to the contrary in the Lease, from and after the Effective Date, the existence and continuation of the Bankruptcy Cases will not be considered an Event of Default pursuant to [REDACTED] of the Lease, (b) LESSOR hereby agrees that no Event of Default shall arise or exist under [REDACTED], whether before or after the Effective Date as a result of [REDACTED], and (c) LESSOR hereby waives any Event of Default under [REDACTED] that may exist on the Effective Date and that arises from [REDACTED].

17. Confidentiality. The Lease is hereby amended by deleting the entirety of the text of Article 28.9 (*Confidentiality*) and inserting in its place the following new text:

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"The Operative Documents and all non-public information obtained by either party about the other are confidential and are between LESSOR and LESSEE only and will not be disclosed by a party to third parties (other than to any Manager, Indemnitees and Tax Indemnitees, to any such party's auditors, shareholders and professional advisors, as required in connection with any filings of this Lease in accordance with Article 14, in connection with LESSOR's potential sale or financing of the Aircraft or assignment of this Lease, as required for enforcement by either party of its rights and remedies with respect to this Lease or as required by applicable Law) without the prior written consent of the other party. If any disclosure will result in an Operative Document becoming publicly available, LESSEE and LESSOR will cooperate with one another to obtain confidential treatment as to the commercial terms and other material terms and provisions of such Operative Document. Notwithstanding the foregoing, LESSEE may disclose this Lease (i) as may be required to obtain the Bankruptcy Court's approval of this Lease; or (ii) to the U.S. Trustee in the Bankruptcy Cases, the Unsecured Creditors Committee in the Bankruptcy Cases, the Ad Hoc Bondholders Group in the Bankruptcy Cases, or the entities providing Debtor-in-possession financing to LESSEE in the Bankruptcy Cases, in all cases subject to LESSEE's taking reasonable steps to require or request that such Persons maintain the Lease as confidential. The obligations of LESSOR and LESSEE under this Article 28.9 will survive the Termination Date."

18. Substitution of Exhibit P. The Lease is hereby amended by deleting the existing text of Exhibit P thereto and inserting in its place the text set forth in Schedule 7 hereto.

19. New Exhibit U. The Lease is hereby amended by adding after the existing Exhibit T a new Exhibit U in the form of Schedule 8 hereto.

20. New Exhibit V. The Lease is hereby amended by adding after the new Exhibit U a new Exhibit V in the form of Schedule 9 hereto.

21. AD Cost-Sharing. The agreements of the parties in respect of Airworthiness Directives cost sharing are set forth in section 5 of Schedule 2 hereto.

22. LESSOR and Owner Participant's Unsecured Claims. The Agreements of LESSOR and LESSEE in respect of LESSOR's and Owner Participant's Unsecured Claims are set forth in section 6 of Schedule 2 hereto.

23. Conditions Precedent. This Amendment shall become effective on the date (the "**Effective Date**") on which all of the following conditions precedent have been fulfilled.

- a. LESSEE and LESSOR shall have duly executed and delivered this Amendment.
- b. LESSEE shall have filed a motion with the Bankruptcy Court in connection with

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the Bankruptcy Cases within five (5) Business Days of the date of this Amendment seeking entry and approval of the Approval Order.

- c. The Bankruptcy Court shall have entered the Approval Order authorizing LESSEE to assume the Lease (for the avoidance of doubt, as modified by this Amendment) pursuant to section 365 of the U.S. Bankruptcy Code.
- d. This Amendment will have been duly filed for recordation by LESSOR in the State of Registration (so long as the State of Registration is the United States) pursuant to Article 14.2 of the Lease.
- e. The further agreements of LESSOR and LESSEE in respect of conditions precedent are set forth in section 7 of Schedule 2 attached hereto.

24. Bankruptcy-Related Matters.

- a. Plan Treatment of this Amendment. Subject to no Rejection Event having occurred, any plan of reorganization filed by LESSEE shall reaffirm the Effective Date, the approval of this Amendment and the assumption of the Lease (as modified by this Amendment). For the avoidance of doubt, the Effective Date hereunder shall occur before a plan of reorganization for LESSEE is filed and confirmed, and notwithstanding that a plan of reorganization for LESSEE shall occur after the Effective Date hereunder, this Amendment shall become fully effective on the Effective Date (subject to a Rejection Event).
  - b. Rejection due to Failure to Emerge from Chapter 11. Notwithstanding anything in this Amendment to the contrary, in the event (i) prior to the consummation of a Chapter 11 plan of reorganization, LESSEE announces that it has permanently discontinued all scheduled passenger service, (ii) LESSEE's current Bankruptcy Cases are dismissed or converted to a case under chapter 7 of the U.S. Bankruptcy Code, or (iii) LESSEE fails to achieve the effective date of a chapter 11 plan of reorganization (where each of (i) through (iii) shall constitute a "**Rejection Event**"), either LESSEE or LESSOR may terminate this Amendment and the Other Lease Agreements without further order of the Bankruptcy Court. Upon any such rejection, in addition to the claims allowed as set forth above in paragraph 22 hereof, LESSOR may assert any other damages arising from such rejection as a general unsecured claim against the applicable Debtors. Additionally, to the extent the Lease is rejected, LESSEE shall comply with the provisions of the PBH Stipulation relating to such rejection.
25. Undertakings of LESSEE. Promptly after the Effective Date, LESSEE undertakes to complete the following:

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- a. LESSEE will register this Amendment in Mexico as required by Article 14.2 of the Lease provided that (i) LESSEE will have provided to LESSOR a copy in electronic format of the Spanish translation of this Amendment for purposes of review and approval of LESSOR prior to registration, such review and approval to not cause undue delay, and, (ii) upon filing of this Amendment for purposes of registration before the Aviation Authority, provide to LESSOR an electronic copy of the Spanish translation of this Amendment certified by an approved translator authorized by the Superior Tribunal of Justice of the Federal District of Mexico or by the Council of the Federal Judicature.
- b. LESSEE will provide all necessary assistance to LESSOR in registering this Amendment in the State of Registration (so long as the State of Registration is the United States) pursuant to Article 14.2 of the Lease.
- c. LESSEE will consent to a PUE authorization in favor of LESSOR's FAA Counsel to register the International Interest constituted by this Amendment pursuant to Article 14.3 of the Lease.

26. Miscellaneous.

A. Counterparts. This Amendment may be executed in any number of identical counterparts, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument.

B. Delivery by Fax or E-Mail. Delivery of an executed counterpart of this Amendment by fax or e-mail will be deemed as effective as delivery of an originally executed counterpart. Any party delivering an executed counterpart of this Amendment will also deliver an originally executed counterpart, but the failure of any party to deliver an originally executed counterpart of this Amendment will not affect the validity or effectiveness of this Amendment.

C. Confidentiality. The provisions of the Lease with respect to confidentiality are incorporated in this Amendment by this reference as if such provisions were set forth herein, *mutatis mutandis*.

D. Governing Law and Jurisdiction. The provisions of Articles 27 (Governing Law and Jurisdiction) and 28 (Miscellaneous) of the Lease will apply to this Amendment as if set out in full herein, *mutatis mutandis*.

E. No Other Amendments; Entire Agreement. Except as expressly modified by this Amendment, all of the terms and conditions of the Lease and its subsequent amendments remain unchanged and are in full force and effect. This Amendment, together with the Lease, constitutes the entire agreement between LESSOR and LESSEE concerning the matters set forth



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herein and supersedes and cancels all prior letters, agreements and correspondence with respect thereto.

F. Operative Document. This Amendment is an Operative Document.

G. Costs and Expenses. Each party will bear its own costs and expenses in connection with the preparation, negotiation and execution of this Amendment.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment on  
the date first set forth hereinabove.

WILMINGTON TRUST COMPANY,  
not in its individual capacity, but solely  
as owner trustee of Aircraft 78B-35312  
(Delaware) Trust

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

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**SCHEDULE 1**  
**(Description of Lease)**

[FAA Counsel To Insert]

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## SCHEDULE 2 – ECONOMIC TERMS

For avoidance of doubt, provisions of the existing Schedule I to the Lease not inconsistent with the agreements set forth in this Schedule I remain in full force and effect.

### 1. Definitions.

**"AerCap Transactions"** means the lease transaction for each of the following aircraft: [REDACTED].

**"Other Lease Agreements"** means collectively, the [REDACTED] existing aircraft lease agreements, as amended on or about the date hereof each between an Affiliate of LESSOR, as lessor, and LESSEE, as lessee, in respect of the following [REDACTED] aircraft: [REDACTED], in each case together with the related engines, parts, equipment, and appurtenances and the associated records and documentation.

### 2. Conditionally Refundable Fee.

a. [REDACTED]

b. [REDACTED]

3. **Monthly Rent.** Notwithstanding anything to the contrary in the Lease, LESSEE will pay LESSOR monthly Rent in respect of the Aircraft in accordance with the following. From and after the Effective Date, LESSEE will not pay Hourly Rent, Usage Rent, Customization Rent, or Swap Rate Rent.

a. The words **"PBH Period"** wherever appearing in this Amendment mean the period commencing on and including the Effective Date and ending on the earlier of (i) [REDACTED], and (ii) the date on which LESSEE's Average Monthly Utilization for each of the preceding [REDACTED] is equal to or greater than the historic average monthly utilization for LESSEE's 787-8 fleet for the corresponding month in 2019 set forth in Attachment A to this Schedule 2.

The **"Average Monthly Utilization"** for a particular calendar month means the quotient of (i) the total flight hours operated by all 787-8 aircraft in LESSEE's fleet during such calendar month, divided by (ii) the number of 787-8 aircraft operated by LESSEE or which LESSEE has committed to operate in the future as of the date that the Bankruptcy Court confirms LESSEE's plan of reorganization.

b. During the PBH Period, LESSEE will pay to LESSOR power-by the hour Rent for each calendar month or portion thereof monthly in arrears and calculated as follows (**"PBH Rent"**).

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PBH Rent will be calculated based on the individual utilization of the Airframe and each Engine (each, a "**PBH Component**") in accordance with the following formula.

$$W = (A(\text{airframe}) * B(\text{airframe})) + (A(\text{engine 1}) * B(\text{engine 1})) + (A(\text{engine 2}) * B(\text{engine 2}))$$

where:

W is the PBH Rent due for such calendar month;

A(airframe), A(engine 1) and A(engine 2) is the respective utilization of the Airframe and each Engine in a given calendar month, expressed in Flight Hours

B(airframe) is equal to [REDACTED];

B(engine 1) is equal to [REDACTED]; and

B(engine 2) is equal to [REDACTED].

For each calendar month (or part thereof) during the PBH Period, LESSEE will provide a utilization report to LESSOR by the 15th day of the immediately succeeding calendar month and make a payment of the PBH Rent by the later of (x) the 20th day of such calendar month and (y) three Business Days after receiving LESSOR's invoice in respect of the PBH Rent.

For purposes of these calculations, "engine 1" refers to the Engine bearing serial number 956316 and "engine 2" refers to the Engine bearing serial number 956317, or any engine substituted therefor in accordance with the terms of the Lease.

- c. Following the last day of the PBH Period (the "**Transition Date**") and during the remainder of the Lease Term (including the First Extension Period, but not including the Second Extension Period if any), monthly Rent shall be paid monthly in advance in a fixed amount equal to [REDACTED] per month (the "**Fixed Rent**"). The first payment of Fixed Rent shall be due on the tenth (10th) day after the Transition Date and shall cover the period between the Transition Date and the 16th day of the calendar month in which the Transition Date occurred (or if the Transition Date occurred after the 16th day of a calendar month, until the 16th day of the immediately succeeding calendar month) and each subsequent payment of Fixed Rent will be due on the 16th day of each calendar month thereafter (each, a "**Fixed Rent Payment Date**") and otherwise in accordance with Article 5 of the Lease. For the avoidance of doubt, (i) the Fixed Rent amount will be prorated if paid in respect of a period shorter than a full calendar month and (ii) the word "Rent" whenever used in the Lease will be construed to include PBH Rent and/or Fixed Rent as applicable.

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- d. During the Second Extension Period (if any) LESSEE will pay to LESSOR monthly Rent for each Lease Term month (or portion thereof) determined as follows.

[REDACTED]

4. **Reserves.** [REDACTED]

5. **AD Cost Sharing.** [REDACTED]

6. **Lessor's and Owner Participant's Unsecured Claims.**

- a. AerCap's Claims; Allowance. LESSEE and LESSOR agree that LESSOR and Affiliates of LESSOR shall have an allowed non-priority general unsecured claim in the aggregate amount of \$210,867,000 against LESSEE in full and final satisfaction of all asserted pre-petition claims in respect of all the AerCap Transactions (the "**Agreed Claim Amount**"). Upon the entry of the Approval Order, the Agreed Claim Amount shall not be (either directly or indirectly) (y) subject to any challenge, objection, reduction, subordination, counterclaim or offset for any reason and (z) subject to any objection, subordination, avoidance or recovery actions under Sections 502(d), 510, 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code. Any chapter 11 plan of reorganization filed by LESSEE in the Bankruptcy Cases shall afford such claims treatment that is no worse than the treatment given to the non-priority unsecured claims of any other aircraft or engine lessor whose claims run solely against LESSEE. LESSEE and LESSOR agree to cooperate for the approval of the Allowed Claim Amount by the Unsecured Creditors Committee and any other relevant constituencies in respect thereof, in each case, promptly after the date hereof.

- b. No Limitation on Rights and Remedies. Except to the extent otherwise provided herein, this Amendment does not limit or affect the rights, remedies, or claims of LESSOR, if any, under other provisions of the U.S. Bankruptcy Code, subject to all rights, defenses, and objections of LESSOR, LESSEE and any other party in interest.

7. **Conditions Precedent.** The following additional conditions precedent shall apply to the occurrence of the Effective Date.

- a. The Other Lease Agreements shall be assumed by LESSEE pursuant to the Approval Order.
- b. LESSEE shall have filed a motion with the Bankruptcy Court in connection with the Bankruptcy Cases within five (5) Business Days of the date of this Amendment seeking approval of an amended stipulation (in a form to be agreed between the parties thereto) in respect of the Aircraft Lease Agreement dated as of June 23, 2006 (as the same may be amended, assigned, supplemented or otherwise modified from time to time in accordance

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with its provisions, the "**MSN [REDACTED] Lease Agreement**") between Wilmington Trust Company, not in its individual capacity but solely as owner trustee for [REDACTED] (Delaware) Trust, as lessor, and Seller, as lessee, in respect of one Boeing 787-8 aircraft bearing manufacturer's serial number [REDACTED], which amended stipulation shall provide, among other things, that [REDACTED].

8. **Petition Date Condition.** The Petition Date Condition of each Maintenance Component (as such terms are defined in new Article 23A of the Lease) is set forth in Attachment B hereto.

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**ATTACHMENT A TO SCHEDULE 2**  
**2019 Monthly Average Utilization for LESSEE's 787-8 Fleet**

<b>Calendar Month in 2019</b>	<b>2019 Monthly Average Utilization (Flight Hours)</b>
January	435.39
February	395.46
March	437.09
April	431.91
May	447.72
June	414.22
July	461.68
August	442.35
September	437.72
October	449.99
November	435.76
December	459.96



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**ATTACHMENT B TO SCHEDULE 2**  
**PETITION DATE CONDITION**

[REDACTED]

### **Schedule 3 – Replacement Article 11**

#### **ARTICLE 11 SUBLEASES**

**11.1 No Sublease without LESSOR Consent.** LESSEE WILL NOT SUBLEASE OR PART WITH POSSESSION OF THE AIRCRAFT (EXCEPT FOR MAINTENANCE AND REPAIR) AT ANY TIME WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR (THE GRANTING OF WHICH BEING AT LESSOR'S SOLE DISCRETION) AND IN ACCORDANCE WITH SUCH REQUIREMENTS AS MAY FROM TIME TO TIME BE AGREED IN WRITING BETWEEN LESSOR AND LESSEE. NO SUBLEASING OF AN ENGINE WILL BE PERMITTED. SUBLEASING TO A PROHIBITED PERSON IS NOT PERMITTED.

**11.2 [REDACTED]**

**11.3 LESSOR Costs.** LESSEE will indemnify each of LESSOR, each Manager, Owner Participant and each Finance Party on demand for all out-of-pocket expenses (including reasonable legal fees) incurred in connection with the assessment by each such party of any subleasing proposal (whether or not LESSOR's consent to the applicable sublease is ultimately given) and implementation of any sublease.

**11.4 Any Approved Sublease.** Any sublease approved by LESSOR will be for a term no greater than the remaining Lease Term. The applicable sublease agreement will contain provisions consistent with this Lease protecting the respective interests of LESSOR, Owner Participant and each other Related Lessor Party in the Aircraft and the Operative Documents, providing appropriate disclaimers and indemnities in favor of LESSOR, Owner Participant and the other Related Lessor Parties, regarding the maintenance and repair standards for the Aircraft and concerning the insurances which will be carried by the sublessee and the circumstances which constitute a Total Loss of the Aircraft. Any such sublease will be expressly subject and subordinate to this Lease, the other Operative Documents, the Finance Documents and the respective rights, title and interests of the Relevant Parties in the Aircraft and the Operative Documents. LESSOR will have an opportunity to review the proposed sublease agreement (with solely economic terms redacted) in advance in order to determine that it meets the requirements of this Article 11.4. LESSOR may in its sole discretion require that LESSEE provide to each Related Lessor Party an opinion of counsel from the jurisdiction(s) in which the proposed sublessee is located and the Aircraft is to be registered under the proposed sublease, in form and substance satisfactory to LESSOR, including opinions to the effect that the rights of the Related Lessor Party Parties in and to the Aircraft, the Operative Documents and any Finance Documents will be protected and otherwise unaffected by the entry into and performance of the proposed sublease or any consequent change in the State of Registration (if approved by LESSOR) and that such proposed sublease will not prejudice LESSOR's rights to repossess the Aircraft upon the occurrence of an Event of Default or a default under such sublease, it being understood that LESSEE may discharge this obligation by procuring that the sublessee supply such an opinion. LESSEE may not materially amend the non-economic terms of any approved sublease agreement without the prior written consent of

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LESSOR. LESSEE will carry the contingent insurances described in Article 18.14 for the term of an approved sublease.

**11.5 Assignment of Sublease.** Any approved sublease will be assigned to LESSOR or a Finance Party (as designated in writing to LESSEE by LESSOR) as security pursuant to a security assignment agreement in a form reasonably satisfactory to LESSOR. LESSEE will deliver the original counterpart of the sublease to LESSOR and make any filings necessary to protect the respective Security Interests of LESSOR and any LESSOR's Lender.

**11.6 Application of Cape Town Convention.** If a sublease constitutes an International Interest in the Aircraft or any of the Engines, LESSEE will cause all International Interests constituted by such sublease to be registered on the International Registry (with such duration as LESSOR specifies), and will assign all such International Interests to LESSOR and transfer the right to discharge all such International Interests to LESSOR. In addition, LESSEE will obtain in favor of LESSOR an IDERA (if applicable) from the approved sublessee in the required form.

**11.7 Wet Leases.** The wet leasing of the Aircraft during the Lease Term (whereby the Aircraft will at all times be subject to the full operational control of LESSEE) will be permitted without LESSOR's consent, provided that (a) the Aircraft remains registered in the State of Registration, (b) the Aircraft not be wet leased to a Prohibited Person or wet leased for operations to, from or within a Prohibited Country, (c) LESSEE provides LESSOR with either a certified copy of the applicable provisions from the wet lease agreement or an officer's certificate indicating which of LESSEE or the wet lessee will be responsible for maintaining the primary passenger, baggage and cargo liability insurance relating to operation under the wet lease, (d) LESSEE complies with Article 18.15 and (e) the wet lease will be for a term no greater than six months and, in any event, no greater than the remaining Lease Term.

**11.8 Continued Responsibility of LESSEE.** LESSEE will continue to be responsible for performance of its obligations under this Lease and the other Operative Documents during any period of sublease or wet lease.

## **Schedule 4 – Replacement Article 23**

### **ARTICLE 23 RETURN OF AIRCRAFT**

**23.1 Date of Return.** LESSEE will return the Aircraft, Engines, APU, Parts and Aircraft Documentation to LESSOR on the Expiration Date, unless a Total Loss of the Aircraft occurred prior to the Expiration Date and the leasing of the Aircraft under this Lease was terminated early in accordance with Article 19.3. If an Event of Default occurs hereunder by LESSEE failing to return the Aircraft on the Expiration Date or if an Event of Default occurs prior to or after the Expiration Date and LESSOR repossesses the Aircraft, the return requirements set

forth in this Article 23 nonetheless must be met on the date the Aircraft is actually returned to LESSOR or repossessed by LESSOR.

**23.2** **Payments from LESSEE.** No later than [REDACTED] prior to the Expiration Date, LESSEE will provide LESSOR with an estimate of the total amount to be paid by LESSEE pursuant to Article 23A and will supply LESSOR with supporting data. LESSEE and LESSOR will discuss LESSEE's estimate and mutually agree upon an estimated amount. Immediately prior to return, LESSEE and LESSOR will recalculate the total amount actually owed by LESSEE to LESSOR pursuant to Article 23A and LESSEE will pay such amount due prior to return of the Aircraft. LESSEE will not be obligated to pay monthly Rent in respect of any period after the date on which the Aircraft complies with the conditions set forth in this Article 23 (Return of Aircraft), [REDACTED].

**23.3** **Technical Report.** No later than [REDACTED] prior to the Expiration Date (and in an updated form at return of the Aircraft), LESSEE will provide LESSOR with a Technical Evaluation Report and, in addition upon LESSOR's request, will make copies available of (a) drawings of the interior configuration of the Aircraft both as it presently exists and as it will exist at return, (b) an Airworthiness Directive status list, (c) a service bulletin incorporation list, (d) rotatable tracked, hard time and life limited component listings, (e) a list of modifications, alterations and repairs, (f) interior material burn certificates, (g) the Maintenance Program, (h) the complete worksopes for the checks, inspections and other work to be performed prior to return, (i) a forecast of the checks, inspections and other work to be performed within the clearance period after return of the Aircraft as set forth in the definition of "Return Check", (j) a list of all no charge service bulletin kits with respect to the Aircraft which were ordered by LESSEE from Manufacturer or Engine manufacturer, (k) current Engine disk sheets, (l) last Engine shop visit reports, (m) takeoff and cruise trend reports for the last 12 months, (n) a report of total flights for each route (by city pair) on which each Engine was operated for the 12 months prior to the date on which LESSEE provides such report to LESSOR, (o) an Engine Redelivery Report furnished with respect to each Engine by the Engine manufacturer and (p) any other data which is reasonably requested by LESSOR. For avoidance of doubt, the delivery of the Technical Evaluation Report by LESSEE will not limit or otherwise prejudice LESSOR's right to inspect the Aircraft pursuant to Article 12.14.

**23.4** **Return Location.** LESSEE at its expense will return the Aircraft, Engines, APU, Parts and Aircraft Documentation to LESSOR at [REDACTED]. LESSOR and LESSEE agree to cooperate reasonably in selecting a redelivery location so as to lawfully reduce or eliminate any taxes or Taxes arising from return of the Aircraft.

**23.5** **Full Aircraft Documentation Review.** For the period commencing at least [REDACTED] prior to the proposed return date and continuing until the date on which the Aircraft is returned to LESSOR in the condition required by this Lease, LESSEE will provide for the review of LESSOR or its representatives all of the Aircraft records and historical documents described in Exhibit P together with the original of the Aircraft Certificate of Registration issued by the Mexican Aeronautic Registry and a copy of the importation document (pedimento de importación)

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issued by the Customs Authority of Mexico, in one central room with access to telephone, photocopy, fax and internet connections at the Aircraft return location. At the commencement of such period, any such Aircraft records and historical documents that have been maintained in an Electronic Records Format will be provided to LESSOR in CD format or other electronic format acceptable to LESSOR, and LESSOR or its representatives will be able to electronically access and download any such Aircraft records or historical documents from such time until the return of the Aircraft to LESSOR.

**23.6** **Maintenance Policies and Procedures Manuals.** At return of the Aircraft and at LESSOR's request for the purposes of bridging and demonstrating to the next operator and its aviation authority how the Aircraft has been maintained, LESSEE will provide LESSOR with copies of its Maintenance Program (together with cross-references to each applicable MPD task), general maintenance manual, general policies and procedures manual, or their equivalents, and any other related controlled documentation which affects the Aircraft. Recognizing that LESSEE's maintenance policies and procedures manuals are proprietary to LESSEE, LESSOR agrees that they will be only utilized as set forth in Article 12.13 and this Article 23.6

**23.7** **Aircraft Inspection.**

**23.7.1** During the maintenance checks performed prior to the proposed return date and at the actual return of the Aircraft, LESSOR or its representatives will have an opportunity to observe functional and operational system checks, perform a visual inspection of the Aircraft (taking into account the Aircraft type, age, use and other known factors with respect to the Aircraft) and perform a full inspection of the Aircraft Documentation (including records and manuals), all to LESSOR's satisfaction, it being understood that any inspection by LESSOR, its authorized agents or representatives during a "C" or equivalent check will be carried out on a timeline consistent with the work schedule and will not require the opening of panels not required to be opened by the workscope for such check. Any deficiencies from the Aircraft return condition requirements set forth in this Article 23 will be corrected by LESSEE at its cost prior to return of the Aircraft.

**23.7.2** Following the performance of the Return Check (pursuant to Article 23.10.1) and immediately prior to the video borescope (pursuant to Article 23.10.823.10.6) and the return of the Aircraft to LESSOR, LESSEE will carry out for LESSOR and/or LESSOR's representatives an Aircraft acceptance flight which will be for not less than one hour and not more than two hours in which standard revenue flight profiles are demonstrated. Flight costs and fuel will be furnished by and at the expense of LESSEE. Any deficiencies from the Aircraft return condition requirements set forth in this Article 23 will be corrected by LESSEE at its cost prior to return of the Aircraft.

**23.8** **Certificate of Airworthiness Matters.**

**23.8.1** The Aircraft will possess a current Certificate of Airworthiness issued by the Aviation Authority (although this Certificate of Airworthiness may later be replaced by an

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Export Certificate of Airworthiness or equivalent if requested by LESSOR pursuant to Article 23.13). In addition, even if LESSEE must perform engineering, maintenance and repair work on the Aircraft beyond the requirements of Article 12, the Aircraft at return must be in the condition required in order to meet the requirements for issuance of a U.S. Standard Certificate of Airworthiness for transport category aircraft issued by the FAA in accordance with FAR Part 21 and, in addition, to meet the operating requirements of FAR Part 121 (as in effect on the Delivery Date).

**23.8.2** At LESSOR's request, LESSEE at its cost will demonstrate that the Aircraft meets the requirements for issuance of a U.S. Standard Certificate of Airworthiness for transport category aircraft specified in Article 23.8.1 by delivering to LESSOR at LESSOR's option either an actual U.S. Standard Certificate of Airworthiness (if the Aircraft is to be registered in the U.S.) or a letter acceptable to LESSOR signed by an FAA Designated Airworthiness Representative (DAR) or another Person acceptable to LESSOR stating that the DAR or such Person has inspected the Aircraft and Aircraft Documentation (including records and manuals) and has found that the Aircraft meets the requirements for issuance of a U.S. Standard Certificate of Airworthiness for transport category aircraft in accordance with FAR Part 21 and, in addition, meets the operating requirements of FAR Part 121.

**23.8.3** If the Aircraft is to be registered in a country other than the U.S. after return from LESSEE, LESSOR may in its sole discretion waive the requirements of Article 23.8.2 and instead require that LESSEE at its expense (to the extent such expense is no greater than that which LESSEE would have incurred pursuant to Articles 23.8.1 and 23.8.2, with any additional expenses being for LESSOR's account) put the Aircraft in a condition to meet the requirements for issuance of a Certificate of Airworthiness of the aviation authority of the next country of register, it being understood that LESSOR will define any such requirements and provide LESSEE with the required workscope and parts.

## **23.9 General Condition of Aircraft at Return.**

**23.9.1** The Aircraft, Engines, APU and Parts will have been maintained and repaired in accordance with the Maintenance Program, the rules and regulations of the Aviation Authority and this Lease.

**23.9.2** If any Part installed on the Airframe, any Engine or the APU at return was not installed at Delivery, then such Part will have met the requirements of Articles 12.4.9 and 12.5.1 at the time of installation.

**23.9.3** The requirements of Articles 12.2.2 and 12.5.2 will have been met with respect to the installation of OEM Parts during the Lease Term.

**23.9.4** Aircraft Documentation (including records and manuals) will have been maintained in English (except for the cabin rectification log book which may be maintained and returned in Spanish, provided that upon [REDACTED] written notice from LESSOR,

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LESSEE will translate the same into English if required by the next operator of the Aircraft), in an Electronic Records Format and in an up to date status, all in accordance with the rules and regulations of the Aviation Authority and this Lease and in a form necessary in order to meet the requirements of Article 23.8.1. The records and historical documents set forth in Exhibit U will be in English. If LESSEE subscribes to Manufacturer's on line data access services, LESSEE must nonetheless return the Aircraft manuals with all current revisions provided by Manufacturer in CD or other electronic format acceptable to LESSOR.

**23.9.5** All hard time and life limited Parts which are installed on the Aircraft will have an FAA Form 8130-3 or EASA Form 1 evidencing the airworthiness of such Part at the time of installation on the Aircraft. In the case of life limited Parts, the documentation will also state the total Flight Hours, Cycles or calendar days, as applicable, since new and will demonstrate back-to-birth traceability. In the case of hard time Parts, the documentation will also state the time since last Overhaul or refurbishment, will have a reference to the relevant section of the Component Maintenance Manual under which the Part underwent Overhaul or refurbishment, as applicable, and will identify the FAA-approved repair agency or EASA-approved repair agency, as applicable, which performed the last Overhaul or refurbishment.

**23.9.6** All Parts other than those referred to in Article 23.9.5 installed on the Aircraft will have a Serviceable Tag or will be listed in the OEM installation documents such as the Aircraft Readiness Log.

**23.9.7** The Aircraft will be in the same working order and condition as at Delivery (subject to the other provisions of this Article 23, reasonable wear and tear from normal flight operations excepted), with all pilot discrepancies and deferred maintenance items cleared on a terminating action basis. The operating weights of the Aircraft and the engine thrust rating for each Engine will be the same (or higher than) as at Delivery.

**23.9.8** The Aircraft will be airworthy, conform to type design and be in a condition for safe operation, with all Aircraft equipment, components and systems operating in accordance with their intended use and within limits approved by Manufacturer, the Aviation Authority and the FAA.

**23.9.9** The Aircraft interior (including cabin and windows) and exterior will be clean, with all compartments free of foreign objects. The Aircraft will be substantially free of dirt, grease, fluids, stains, grime, cracks, tears and rips, consistent with worldwide commercial airline standards for used aircraft at completion of a check equivalent to the Return Check.

**23.9.10** No special or unique Manufacturer, Engine manufacturer or Aviation Authority inspection or check requirements which are specific to the Aircraft or Engines (as opposed to all aircraft or engines of their types) will exist with respect to the Airframe, Engines and Aircraft equipment, components and systems.



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**23.9.11** All repairs to the Aircraft will have been accomplished in accordance with Manufacturer's Structural Repair Manual (or FAA-approved data supported by an FAA Form 8110-3 or FAA Form 8100-9).

**23.9.12** All Modifications to the Aircraft (including any Modification supported by a supplemental type certificate) will have been accomplished in accordance with FAA-approved data supported by an FAA Form 8110-3, FAA Form 8100-9 or FAA supplemental type certificate. All Modifications will be incorporated into the applicable Manufacturer's manual.

**23.9.13** The Aircraft will be returned with LESSOR's Engines and APU installed and with the same equipment as at Delivery, subject only to those replacements, additions and Modifications permitted under this Lease. For the avoidance of doubt, LESSEE will not be required to return emergency medical kits or defibrillators with the Aircraft. To the extent LESSEE performed a Modification which cost in excess of [REDACTED] and LESSOR did not approve such Modification in accordance with Article 12.10.1, LESSOR may require LESSEE to return the Aircraft in its original condition prior to such Modification.

**23.9.14** All Airworthiness Directives which are issued prior to the date of return of the Aircraft and which require compliance [REDACTED] (the "**LESSEE AD Compliance Period**") will have been complied with on the Aircraft at LESSEE's cost as follows:

- (a) all such Airworthiness Directives for which terminating action is due within the LESSEE AD Compliance Period will have been accomplished by performing the terminating action; and
- (b) all such Airworthiness Directives for which terminating action is not due within the LESSEE AD Compliance Period will have been accomplished at the highest level of inspection or modification possible short of terminating action.

**23.9.15** All Modifications which must be performed [REDACTED] in order to meet the FAA requirements for FAR Part 121 (as in effect on the Delivery Date) operations will have been incorporated on the Aircraft at LESSEE's cost.

**23.9.16** The Aircraft will be in compliance with Manufacturer's Corrosion Prevention and Control Program (CPCP) specified for the model type by Manufacturer and LESSEE will provide LESSOR with documentation substantiating such compliance.

**23.9.17** If any waivers, deviations, dispensations, alternate means of compliance, extensions or carry overs with respect to maintenance or operating requirements, repairs or Airworthiness Directives are granted by the Aviation Authority or permitted by the Maintenance Program, LESSEE at its sole cost and expense will nonetheless perform such maintenance or operating requirements, repairs or Airworthiness Directives as if such waivers, deviations, dispensations, alternate means of compliance, or extensions or carry overs did not



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exist. For avoidance of doubt, any correcting damage exceeding SRM limits will be deemed acceptable under this Article 23.9.17 if documented with an FAA 8110-3 or 8100-9.

**23.9.18** The Aircraft will be free from any Security Interest except LESSOR's Liens and no circumstance will have so arisen whereby the Aircraft is or could become subject to any Security Interest or right of detention or sale in favor of the Aviation Authority, any airport authority, Eurocontrol or any other authority or Government Entity.

**23.9.19** All no charge vendor and Manufacturer's service bulletin kits received by LESSEE for the Aircraft but not installed thereon will be on board the Aircraft as cargo. All no charge vendor and Manufacturer's service bulletin kits ordered by LESSEE but not yet received will, upon receipt by LESSEE and at LESSEE's cost, be forwarded as instructed by LESSOR. At LESSOR's request, any other service bulletin kit which LESSEE paid for will also be delivered to LESSOR on board the Aircraft, but LESSOR will reimburse LESSEE for its actual out-of-pocket costs for such kit, unless LESSEE purchased such kit as part of its implementation program of a service bulletin on its fleet of aircraft of the same type as the Aircraft but had not yet installed such kit on the Aircraft, in which case such kit will be furnished free of charge to LESSOR.

**23.9.20** The Aircraft will be free of any leaks which are found to be outside Manufacturer's maintenance manual limits and any damage resulting therefrom. All repairs will have been performed on a permanent basis in accordance with the applicable Manufacturer's instructions.

**23.9.21** The Aircraft fluid reservoirs (including oil, oxygen, hydraulic and water) will be serviced to full and the waste tank serviced in accordance with Manufacturer's instructions. Fuel tanks will be at least as full as at Delivery.

**23.9.22** If LESSEE complies with Aviation Authority or Maintenance Program requirements by means of sampling within its fleet, LESSEE will, prior to return of the Aircraft, perform all required work on the Aircraft as if such sampling had not occurred with respect to the Aircraft.

**23.10** **Checks Prior to Return.** Following removal of the Aircraft from revenue service and prior to return of the Aircraft to LESSOR, LESSEE at its expense will do each of the following:

**23.10.1** LESSEE will have the Return Check performed by an EASA Part 145 or FAR 145 approved maintenance, overhaul, repair and modification facility approved for the type of maintenance required on aircraft or engines or parts of the same type as the Aircraft, Engines or Parts, or such other Person approved in advance in writing by LESSOR. LESSEE also agrees to perform during the Return Check any other work reasonably requested by LESSOR (and not otherwise required under this Lease) and LESSOR will reimburse LESSEE for performing such LESSOR requested work based on LESSEE's out-of-pocket and unburdened

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labor and material costs, including, for avoidance of doubt, any costs designated as to be at LESSOR's expense pursuant to Article 23.8.3 provided that LESSOR has provided its requirements in a reasonably timely manner.

**23.10.2** LESSEE will remove LESSEE's exterior markings, including all exterior paint, by stripping (or, at LESSOR's option, pneumatically sanding) the paint from the fuselage, vertical stabilizer, horizontal stabilizer, wings and Engine cowlings, and clean, reseal, refinish, prepare (including application of alodine or another corrosion inhibitor) and prime the surfaces to be painted, all in accordance with Manufacturer's and paint manufacturer's recommendations. LESSEE will then repaint the fuselage, vertical stabilizer, horizontal stabilizer, wings and Engine cowlings in the colors and logo specified by LESSOR, subject to LESSEE having received the necessary livery drawings no fewer than [REDACTED] prior to commencement of the Return Check. Such painting will be accomplished in such a manner as to result in a uniformly smooth and cosmetically acceptable aerodynamic surface. All external placards, signs and markings will be properly attached, free from damage, clean and legible. After painting, the Aircraft will be weighed.

**23.10.3** LESSEE will clean the exterior and interior of the Aircraft. LESSEE will also remove all visible LESSEE logos, nameplates and other LESSEE identification from the interior of the Aircraft, with removal accomplished in a way which returns the Aircraft to the condition in which the Aircraft would have been if such identification had not been installed, fair wear and tear excepted.

**23.10.4** If reasonably required by LESSOR, LESSEE will repaint by touch up the interior of the Aircraft, including flight deck, and replace missing, broken or illegible placards.

**23.10.5** In accordance with Article 23.9.11, LESSEE will permanently repair damage to the Aircraft that exceeds Manufacturer's limits and replace any non-flush structural patch repairs installed on the Aircraft during the Lease Term with permanent flush-type repairs, in each case with no further inspection requirements other than the Category B inspection requirement of Manufacturer. If Manufacturer's Structural Repair Manual does not contain a permanent flush repair scheme for a particular type of damage, LESSEE will obtain a permanent flush repair scheme from Manufacturer (including an FAA Form 8110-3 or FAA Form 8100-9) and perform the permanent flush repair recommended by Manufacturer; provided that, if Manufacturer does not provide a permanent flush repair scheme or recommends against performance of a permanent flush repair for any reason, LESSEE may return the Aircraft with a permanent non-flush structural patch repair.

**23.10.6** [INTENTIONALLY OMITTED].

**23.10.7** With LESSOR and/or its representatives present, LESSEE, at LESSOR's sole cost, will cause each thrust reverser half to be inspected by a qualified third-party vendor or the component manufacturer of the thrust reversers pursuant to the AMM. LESSEE, at

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LESSEE's sole cost, will correct any discrepancies in accordance with the guidelines set out by the component maintenance manual which may be discovered during such inspection.

**23.10.8** Immediately following completion of the acceptance flight as set forth in Article 23.7.2 and immediately prior to the return of the Aircraft to LESSOR, and with LESSOR and/or its representatives present, LESSEE will perform a full and complete hot and cold section video borescope on each Engine and its modules in accordance with Manufacturer's aircraft maintenance manual.

**23.10.9** With LESSOR and/or its representatives present, LESSEE will accomplish a power assurance run on the Engines in accordance with Manufacturer's aircraft maintenance manual. LESSEE will record the Engine power assurance test conditions and results on the Return Acceptance Receipt.

**23.10.10** LESSEE will provide evidence to LESSOR's reasonable satisfaction that the Engine historical and technical records, borescope inspection, trend monitoring and power assurance run do not reveal any condition which would cause the Engines or any module to be unserviceable, beyond serviceable limits or serviceable with an increased frequency of inspection or with calendar time, Flight Hour or Cycle restrictions under Manufacturer's aircraft maintenance manual. LESSEE will correct any discrepancies in accordance with the guidelines set out by Manufacturer (or Engine manufacturer, if no Manufacturer guidelines are available) which may be discovered during such inspection.

**23.10.11** In the event the Engine historical and technical records, borescope inspection, trend monitoring and other checks specified in Article 23.7.2 result in a dispute regarding the conformity of an Engine with the requirements of this Article 23, LESSEE and LESSOR will consult with Engine manufacturer and follow Engine manufacturer's recommendations (including the accomplishment of an Engine test cell operational check) with regard to determining if such Engine complies with the requirements of this Article 23 and the manner in which any discrepancies from the requirements of this Article 23 will be rectified.

**23.10.12** Unless the APU is returned with [REDACTED] APU Hours consumed since the last completed medium repair to the power section, with LESSOR and/or its representatives present, LESSEE will perform an APU condition test in accordance with Manufacturer's aircraft maintenance manual and a complete hot and cold section video borescope on the APU. LESSEE will provide evidence to LESSOR's reasonable satisfaction that the APU condition test and borescope inspection do not reveal any condition which would cause the APU to be unserviceable, beyond serviceable limits or serviceable with an increased frequency of inspection or with calendar time, flight hour or cycle restrictions. LESSEE will correct any discrepancies in accordance with the guidelines set out by the manufacturer of the APU which may be discovered during such test or inspections.

**23.11** **Part Lives.** At return, the condition of the Aircraft will be as follows:

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**23.11.1** The Aircraft will have [REDACTED] Flight Hours consumed since the Return Check (excluding Flight Hours consumed on the acceptance flight).

**23.11.2** Each Engine will meet all of the following:

- (a) Each Engine will have at least [REDACTED] Flight Hours remaining to operate until its next anticipated removal (based on a review of the Engine historical and technical records, borescope inspection results, power assurance run results, trend monitoring data and the other checks specified in this Article 23).
- (b) Each Engine will have a remaining hot day takeoff EGT margin sufficient to permit the operation of such Engine for the Flight Hours set forth in the preceding subparagraph (based on a review of trend monitoring data).
- (c) Each Part of an Engine which has a life limit will have at least [REDACTED] Cycles remaining to operate until its next removal per Engine manufacturer's limit.
- (d) Without limiting Article 12.5, if a life limited Part installed on an Engine at Delivery was replaced during the Lease Term, then the replacement life limited Part will have had, at the time of installation, no more cycles consumed than the removed life limited Part.

**23.11.3** The APU will have at least [REDACTED] APU Hours remaining to operate until the next scheduled medium repair to the power section (including the compressor section) of the APU in accordance with the then-current Workscope Planning Guide of the APU manufacturer applicable to the APU based on the checks specified in Article 23.10.12 of the Lease.

**23.11.4** Each leg of the Landing Gear will have at least [REDACTED] remaining pursuant to the MPD until the next scheduled Overhaul or scheduled removal.

**23.11.5** Each Part of the Airframe, Engine or APU which has a hard time limit pursuant to the MPD will have at least [REDACTED] of such hard time Part's full allotment of Flight Hours and Cycles remaining to operate until its next scheduled Overhaul or scheduled removal pursuant to the MPD. However, if [REDACTED] of such hard time Part's full allotment of Flight Hours and Cycles between scheduled Overhauls or scheduled removals pursuant to the MPD is less than [REDACTED] Flight Hours and [REDACTED] Cycles, then such hard time Part will be returned with [REDACTED] Flight Hours and [REDACTED] Cycles since Overhaul or last removal.

**23.11.6** Each life limited Part of the Airframe or the APU will have the greater of (a) at least [REDACTED] of such life limited Part's full allotment of Flight Hours and Cycles or (b) [REDACTED] Flight Hours and [REDACTED] Cycles remaining to operate until its next scheduled replacement pursuant to the MPD (in case of an Airframe life limited Part) or the

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limit of the manufacturer of the APU (in case of an APU life limited Part). However, if such life limited Part's full allotment of Flight Hours and Cycles remaining to operate is less [REDACTED] Flight Hours and [REDACTED] Cycles, then such life limited Part will be returned with [REDACTED] of its total approved Flight Hours and Cycles remaining.

**23.11.7** Without limiting Article 12.5 if a life limited Part installed on the Airframe (including the Landing Gear) at Delivery was replaced during the Lease Term, then [REDACTED].

**23.11.8** Each Part which has a calendar time limit will have at least [REDACTED] remaining to operate until removal pursuant to the MPD. If a Part with a calendar time limit has a total approved calendar time remaining pursuant to the MPD of less than [REDACTED], then such Part will be returned with [REDACTED] of its total approved calendar time remaining until removal.

**23.11.9** Each Part installed on the Aircraft during the Lease Term (excluding life-limited Parts) will have total Flight Hours or total Cycles since new no greater than [REDACTED] of that of the Airframe where such a Part's total Flight Hours or total Flight Cycles can be ascertained.

**23.11.10** Each Landing Gear tire and brake will have at least [REDACTED] of its full life remaining (except for life consumed on the acceptance flight).

**23.11.11** Each half of each thrust reverser will be serviceable and operating within its intended limits in accordance with the Component Maintenance Manual issued by Manufacturer.

**23.11.12** LESSEE will pay to LESSOR any AD True Up Amount calculated in accordance with section 5 of Schedule 2 to that certain Amendment #03 to Aircraft Lease Agreement dated as of [\_\_\_\_\_] between LESSOR and LESSEE in respect of the Aircraft.

**23.11.13** [REDACTED]

**23.12** **APU Exchange.** LESSEE may, by [REDACTED] written notice to LESSOR, elect to replace the APU at return of the Aircraft with an auxiliary power unit owned by an Affiliate of LESSOR and on lease to LESSEE in connection with a Boeing 787 aircraft or an auxiliary power unit owned and operated by LESSEE in connection with a Boeing 787 aircraft and in all cases meeting the requirements of this Article 23.12 (a "**Substitute APU**"), provided that such [REDACTED] notice will not be required when the APU does not meet the requirements of Article 23 and a Substitute APU is necessary to meet such requirements.

**23.12.1** Where a proposed auxiliary power unit is owned by LESSOR or an Affiliate of LESSOR, such auxiliary power unit must meet the following criteria to qualify as a Substitute APU under this Article 23.12. The auxiliary power unit must (a) meet the requirements for the

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aircraft model applicability as determined by Manufacturer and APU Manufacturer; (b) meet all of the requirements of the Lease, including but not limited to the requirements of this Article 23; and (c) must be of the same or better modification status as the original APU that it is replacing.

**23.12.2** Where a proposed auxiliary power unit is owned and operated by LESSEE, such auxiliary power unit must meet the following criteria to qualify as a Substitute APU under this Article 23.12. The proposed auxiliary power unit must: (a) meet all of the requirements of the Lease, including but not limited to the requirements of this Article 23, (b) be of the same or better modification status as the APU that it is replacing; (c) have full back-to-birth trace documentation for all life limited Parts and back to last repair/overhaul trace for any other serialized or hard time Parts installed thereon; and (d) be free of any Security Interests. LESSOR and LESSEE will discuss in good faith variances from the requirements of this Article 23.12.2 in exchange for compensation. LESSEE may, at the time it provides notice of an auxiliary power unit substitution under this Article 23.12.2, propose that LESSOR accept title to a proposed substitute auxiliary power unit directly from a third party that is leasing such auxiliary power unit to LESSEE. LESSOR's acceptance of such proposal will be subject to completion of diligence in respect of such third party to LESSOR's reasonable satisfaction and not otherwise unreasonably withheld.

**23.12.3** LESSEE will at its own expense cooperate with LESSOR to lawfully minimize any taxes arising from an APU exchange contemplated by this Article 23.12 (including but not limited to positioning the Substitute APU or original APU in a tax-favorable jurisdiction) and to implement any necessary transfer of title or amendments to the Lease. LESSEE will reimburse LESSOR for LESSOR's reasonable out-of-pocket costs incurred in effecting an exchange under this Article 23.12. Where the Substitute APU is owned by LESSEE, LESSEE will transfer to LESSOR good and marketable title thereto, free of all Security Interests, and warrant the same to LESSOR and its successors and assigns.

**23.13** **Export and Deregistration of Aircraft.** At LESSOR's request, LESSEE at its cost will (a) provide an Export Certificate of Airworthiness or its equivalent from the State of Registration and any other necessary documentation so that the Aircraft can be exported to the country designated by LESSOR, (b) assist with deregistration of the Aircraft from the register of aircraft in the State of Registration, (c) assist with arranging for prompt confirmation of such deregistration to be sent by the registry in the State of Registration to the next country of registration, (d) provide Lessor with certified copies of any customs declaration, waiver, certificate, release or equivalent evidencing the full payment of any duties due by LESSEE to the customs authorities in the State of Registration or the Habitual Base or any other applicable jurisdiction, (e) provide evidence issued by the Aviation Authority that the Aircraft has been removed from the Air Operator Certificate and concession of LESSEE, and (f) perform any other acts reasonably required by LESSOR in connection with the foregoing. If any Aircraft work which LESSEE is not otherwise required to perform hereunder, including engineering, is required in order to obtain such Export Certificate of Airworthiness, LESSEE will perform such work and



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LESSOR will reimburse LESSEE for such work at LESSEE's out-of-pocket and unburdened labor and material costs.

**23.14** **Delay in Return of Aircraft Due to LESSOR Work Requests.** LESSEE will not be required to pay Monthly Rent to LESSOR for any whole days that return of the Aircraft to LESSOR is delayed solely as a result of LESSOR's requests that additional work be performed over and above the work necessary to place the Aircraft in the condition required by this Article 23, including for avoidance of doubt work performed pursuant to Articles 23.8.3 and 23.10.1.

**23.15** **LESSEE's Continuing Obligations.** In the event that LESSEE does not return the Aircraft to LESSOR on the Expiration Date and in the condition required by this Article 23 [REDACTED]:

**23.15.1** the obligations of LESSEE under this Lease will continue in full force and effect on a day to day basis until such return. This will not be considered a waiver of LESSEE's Event of Default or any right of LESSOR hereunder.

**23.15.2** Until such return, the Agreed Value will be an amount equal to the Agreed Value on the day the Aircraft should have been returned to LESSOR pursuant to this Lease.

**23.15.3** Without limiting LESSOR's rights and remedies under Article 25 and except for a delay in return of the Aircraft for the reason set forth in Article 23.14, until such time as the Aircraft is returned to LESSOR and put into the condition required by this Article 23, LESSEE will continue to pay the monthly Rent specified in Article 5.3 for each day from the Expiration Date until and including the earlier of the Termination Date or the day that is [REDACTED] after the Expiration Date. Commencing on the day that is [REDACTED] after the Expiration Date, instead of paying the monthly Rent specified in Article 5.3, LESSEE will pay [REDACTED]x the amount of the monthly Rent in effect on the Expiration Date for each day from the day immediately following the day that is [REDACTED] after the Expiration Date until and including the Termination Date. In determining the applicable monthly Rent per day for purposes of this calculation, the monthly Rent payable as of the Expiration Date in respect of the month of the Lease Term in which the Expiration Date occurs will be prorated based on the actual number of days in the applicable month following the Expiration Date. Payment will be made upon presentation of LESSOR's invoice.

**23.15.4** LESSOR may elect, in its sole and absolute discretion, to accept the return of the Aircraft prior to the Aircraft being put in the condition required by this Article 23 and thereafter have any such non conformance corrected [REDACTED]. Any direct expenses incurred by LESSOR for such correction will be payable by LESSEE within [REDACTED] following the submission of a written statement by LESSOR to LESSEE, identifying the items corrected and setting forth the expense of such corrections. LESSEE's obligation to pay such amounts will survive the Termination Date.

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**23.16**                    **Airport and Navigation Charges.** LESSEE will ensure that at return of the Aircraft any and all airport, navigation and other charges which give rise or may if unpaid give rise to any lien, right of detention, right of sale or other Security Interest in relation to the Aircraft, Engine, APU or any Part have been paid and discharged in full and will at LESSOR's request produce evidence thereof satisfactory to LESSOR.

**23.17**                    **Return Acceptance Receipt.** Upon return of the Aircraft in accordance with the terms of this Lease, LESSEE will prepare and execute two Return Acceptance Receipts in the form and substance of Exhibit N and LESSOR will countersign and return one such Return Acceptance Receipt to LESSEE, such counter-signature not be unreasonably withheld. In addition, LESSEE and LESSOR will execute a termination agreement (or similar document or certificate) for filing with the Aviation Authority or any other applicable Government Entity to obtain the deregistration of the Aircraft from the State of Registration and evidencing the termination of the leasing of the Aircraft in a form reasonably satisfactory to LESSOR and LESSEE. For avoidance of doubt, LESSEE's obligation to pay monthly Rent (and if applicable any increased monthly Rent due under Article 23.16.3) will terminate on [REDACTED].

**23.18**                    **Indemnities and Insurance.** The indemnities and insurance requirements set forth in Article 17 and Article 18, respectively, will apply to Indemnitees and LESSOR's representatives during return of the Aircraft, including the ground inspection and acceptance flight. With respect to the acceptance flight, LESSOR's representatives will receive the same protections as LESSOR on LESSEE's Aviation and Airline General Third Party Liability Insurance.

**23.19**                    **Storage.** At LESSOR's request, LESSEE will continue to lease the Aircraft under this Lease for a period not to exceed [REDACTED]. During this period, LESSEE will have no obligations under this Lease except, at LESSOR's cost, to park and store the Aircraft in accordance with Manufacturer's recommended short term storage program at one of LESSEE's principal maintenance facilities (or such other location as LESSOR and LESSEE may agree) and to maintain all insurance on the Aircraft. LESSEE will not utilize the Aircraft for any reason during this period.

**23.20**                    **Ferry Flight.** LESSOR may require LESSEE to operate a ferry flight of the Aircraft at the time of return to a location other than the location set forth in Article 23.4. If the Aircraft is not at the location set forth in Article 23.4 at the time that LESSOR advises LESSEE of the need for such ferry flight, [REDACTED].



**Schedule 5 – New Article 23A.**

**Article 23A – END OF LEASE PAYMENTS**

**23A.1 End of Lease Payment Calculation.**

At Redelivery of the Aircraft, LESSEE will owe to LESSOR a payment in respect of LESSEE's utilization of the Aircraft calculated as follows. LESSEE will make any payment due under Article 23.2 and this Article 23A at redelivery of the Aircraft to LESSOR as additional Rent and otherwise in accordance with Article 5 of the Lease.

**23A.2 Definitions.** The following words have the meanings indicated in this Article 23A.

**"Maintenance Component"** means (a) the Airframe, (b) each Engine module, (c) each Engine life-limited Part (d) the APU, and (e) each leg of the Landing Gear.

**"Heavy Maintenance Event"** means, (a) in respect of the Airframe, the Airframe Major Check, (b) in respect of an Engine module, a Module Performance Restoration, (c) in respect of the APU, a medium repair to the power section of the APU in accordance with the then-current APU manufacturer's Workslope Planning Guide applicable to the APU, and (d) in respect of a leg of the Landing Gear, an Overhaul.

**"Petition Date Condition"** means, with respect to a Maintenance Component, the number of calendar months, Flight Hours or Cycles (as applicable) consumed on such Maintenance Component since completion of the last Heavy Maintenance Event (or since new if no Heavy Maintenance Event has been completed) on the date that LESSEE's bankruptcy proceeding commenced, as set forth in Schedule 2 to Amendment #03 to the Lease, provided that where LESSOR has reimbursed any amounts from the Engine Performance Restoration Reserves in respect of any module of an Engine, the Petition Date Condition of all modules of such Engine will equal zero Flight Hours consumed.

**"Redelivery Condition"** means, with respect to a Maintenance Component, the number of calendar months, Flight Hours or Cycles (as applicable) consumed on such Maintenance Component since completion of the last Heavy Maintenance Event (or since new if no Heavy Maintenance Event has been completed), as of the date of redelivery of the Aircraft to LESSOR.

**"Maintenance Event Unit Cost"** means each of the following.

- (a) In respect of the Airframe Major Check, the quotient obtained by dividing (i) [REDACTED] by (ii) [REDACTED]. For avoidance of doubt, [REDACTED].
- (b) In respect of an Engine module, the product of (i) [REDACTED], multiplied by (ii) [REDACTED].

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- (c) In respect of a life-limited Part installed on an Engine, the quotient obtained by dividing (i) [REDACTED] by (ii) [REDACTED].
- (d) In respect of the APU, the quotient of (i) [REDACTED], divided by (ii) [REDACTED].
- (e) In respect of each leg of the Landing Gear, the quotient obtained by dividing (i) [REDACTED] by (ii) [REDACTED].

23A.3 Calculation of Payments and Credits. At redelivery of the Aircraft, LESSOR and LESSEE will compare each Petition Date Condition and Redelivery Condition for each Maintenance Component and make the following calculations.

- (a) For any Maintenance Component where the Redelivery Condition is less than the corresponding Petition Date Condition, then LESSEE will owe LESSOR an amount equal to the product of the difference multiplied by the applicable Maintenance Event Unit Cost (each, a "**Maintenance Redelivery Payment**").
- (b) For any Maintenance Component where a Redelivery Condition is greater than the corresponding Petition Date Condition, then LESSEE is entitled to a non-refundable credit in an amount equal to the product of the difference multiplied by the applicable Maintenance Event Unit Cost (each, a "**Maintenance Redelivery Credit**").
- (c) The Maintenance Redelivery Payments will be added and the Maintenance Redelivery Credits set off against such sum. If the resulting amount is positive, then LESSEE will pay such amount to LESSOR at redelivery of the Aircraft. If the resulting amount is zero or negative, then neither LESSOR nor LESSEE will owe the other any amount under this Article 23A.

**Schedule 6 – Replacement Article 24.**

**Article 24 ASSIGNMENT**

**24.1 No Assignment by LESSEE.** NO ASSIGNMENT, NOVATION, TRANSFER, MORTGAGE OR OTHER CHARGE MAY BE MADE BY LESSEE OF ANY OF ITS RIGHTS OR OBLIGATIONS WITH RESPECT TO THE AIRCRAFT, ANY ENGINE OR PART, THIS LEASE OR ANY OTHER OPERATIVE DOCUMENT.

**24.2 Sale or Assignment.**

24.2.1 Subject to the protections set forth in Article 24.6, LESSOR or Owner Participant may at any time and without LESSEE's consent sell, assign or transfer any or all of its respective rights, interest and obligations under the Lease and the other Operative Documents or with respect to the Aircraft to a third party, provided that any Transferee which succeeds to all of LESSOR's rights, interest and obligations under the Lease, or a guarantor of the obligations of such Transferee, will at the time of transfer (a) (i) have a net worth of not less than US\$15 million or (ii) have assets of at least US\$15 million more than the aggregate of any liabilities owed by such Transferee to third parties, excluding from such calculation any liabilities owed by such Transferee to third parties ranking below any liabilities that such Transferee may have towards LESSEE, or (iii) have its obligations under the Lease guaranteed by an entity having such net worth, (b) will not be an airline or other commercial operator of aircraft, (c) will not be a direct competitor of LESSEE, and (d) will be an experienced commercial aircraft lessor (or will appoint a servicer or employ personnel experienced in commercial aircraft leasing) (a **"Transferee"**).

24.2.2 The term "LESSOR" as used in this Lease means the lessor of the Aircraft at the time in question. In the event of a transfer of LESSOR's rights and obligations under this Lease and the other Operative Documents, the applicable Transferee will become "LESSOR" of the Aircraft under this Lease and the transferring party (the prior "LESSOR") will be relieved of all liability to LESSEE under this Lease and the other Operative Documents for obligations arising on and after the time of the transfer. In such case, LESSEE will acknowledge and accept the applicable Transferee as the new "LESSOR" under this Lease and will look solely to such Transferee for the performance of all LESSOR obligations and covenants under this Lease and the other Operative Documents arising on and after the time of the transfer.

**24.3 Grant of Security Interest.** Subject to the protections set forth in Article 24.6, LESSOR may at any time and without LESSEE's consent grant a Security Interest in the Aircraft and/or LESSOR's right, title and interest in any Operative Document to any Finance Party as security for the obligations of LESSOR or any Affiliate of LESSOR under any Finance Document. Accordingly, if a Finance Party requires, as a condition to providing financing, any non-substantive modification of this Lease, LESSEE agrees to enter into an agreement so modifying this Lease.

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24.4 **LESSEE Cooperation.** In connection with any sale, assignment or transfer under Article 24.2 or any grant of a Security Interest under Article 24.3, and on request by LESSOR, any applicable Transferee or any Finance Party, LESSEE will execute all such documents (such as a notice and acknowledgment of assignment or a lease assignment or novation agreement) and provide a replacement certificate of insurance (in accordance with Article 18 and Exhibit C) as LESSOR, such Transferee or such Finance Party may reasonably require to confirm LESSEE's obligations under this Lease and the other Operative Documents, obtain LESSEE's acknowledgment that LESSOR is not in breach of the Lease or acknowledge any such sale, assignment, transfer or grant. LESSEE will provide all other reasonable assistance and cooperation to LESSOR or Owner Participant, any applicable Transferee and any applicable Finance Party (as any such Person may require) in connection with any such sale assignment, transfer or grant (including assistance in efforts to minimize or eliminate any costs), or the perfection and maintenance of any such Security Interest (including, at LESSOR's cost, making all necessary filings and registrations in the State of Registration), providing either (i) an IDERA duly executed by LESSEE and acknowledged by the Aviation Authority for purposes of the Cape Town Convention if an IDERA is effective in Mexico or another relevant jurisdiction, or (ii), where no IDERA is effective, a Deregistration Power of Attorney in the form of Exhibit I (in both English and Spanish) duly executed by LESSEE and in compliance with the requirements of Mexican Law in all cases in favor of any applicable Transferee; LESSEE will further provide all opinions of counsel with respect to matters reasonably requested by LESSOR, Owner Participant, any applicable Finance Party or any applicable Transferee. LESSOR will reimburse LESSEE for its reasonable and properly documented out-of-pocket costs in reviewing documents (including but not limited to reasonable legal fees and expenses) required by LESSOR, Owner Participant or any applicable Finance Party.

24.5 **Advance Consent Under Cape Town Convention.** For the purpose of Article 33(1) of the Convention and Article XV of the Protocol, LESSEE hereby consents in advance to the transfer of the associated rights and related International Interests in respect of any assignment or sale by LESSOR or the granting of any Security Interest by LESSOR in accordance with Articles 24.2 or 24.3. For the avoidance of doubt, no additional consent by LESSEE will be required in connection with any such assignment of associated rights and the related International Interests pursuant to the Cape Town Convention.

24.6 **Protections.**

24.6.1 If requested by LESSEE, at the time of any sale, assignment or transfer under Article 24.2 or any grant of a Security Interest under Article 24.3 LESSOR will obtain for the benefit of LESSEE an acknowledgment from any applicable Transferee, or any applicable Finance Party holding a Security Interest in the Aircraft, that so long as no Default or Event of Default has occurred and is continuing hereunder, such Person will not interfere with LESSEE's quiet use, possession and enjoyment of the Aircraft in accordance with this Lease, but the exercise by such Transferee of any rights of LESSOR under or in respect of this Lease or any of the other Operative Documents will not constitute such an interference.

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24.6.2 LESSOR will not be entitled to make a sale, assignment, or transfer under Article 24.2 or any grant a Security Interest under Article 24.3 if at the time thereof, and by reference to applicable Law in effect at the time thereof, a material increase in LESSEE's financial obligations would result (including in respect of Taxes), or LESSEE's contractual rights under this Lease would be diminished in any material way, without the prior written consent of LESSEE (which consent will not be unreasonably withheld, conditioned or delayed); provided, that (a) an increase in the number of beneficiaries under any applicable insurance or reinsurance will not constitute an increase in the financial obligations of LESSEE under the Lease and (b) an addition or replacement of one or more Indemnitees or Tax Indemnitees will not be deemed to be an increase in LESSEE's financial obligations.

24.6.3 In connection with any sale, assignment or transfer by any of LESSOR or Owner Participant under Article 24.2, the disclaimer and indemnity provisions contained in Article 8 and Article 17 will continue to be applicable after the sale, assignment or transfer to (and the term "LESSOR" or "Owner Participant" (as applicable) as used in such provisions will be deemed to include) the transferring (and any prior) LESSOR and Owner Participant (as applicable). For a period of two years after such sale, assignment or transfer and at LESSEE's cost, LESSEE will continue to name the transferring LESSOR and Owner Participant (as applicable), the other Indemnitees (as existing immediately prior to such sale or transfer), as additional insureds under the Aviation and Airline General Third Party Liability Insurance required by this Lease.

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**Schedule 7 – Replacement Exhibit P.**

EXHIBIT P AIRCRAFT DOCUMENTATION

AIRCRAFT RECORDS

[REDACTED]

ENGINES RECORDS

[REDACTED]

APU RECORDS

[REDACTED]

COMPONENT RECORDS

[REDACTED]

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**Schedule 8 – New Exhibit U**

**EXHIBIT U** [REDACTED]

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**Schedule 9 – New Exhibit V**

**EXHIBIT V** [REDACTED]



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**Schedule 10 – Form of Bankruptcy Court Order**

[To be Inserted]

**Annex 5**

**Lease Amendment (65092)**

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**AMENDMENT #04 TO AIRCRAFT LEASE AGREEMENT**  
(Boeing 787-9, MSN 65092, Registration Mark XA-MFG)

THIS AMENDMENT #04 TO AIRCRAFT LEASE AGREEMENT dated as of \_\_\_\_\_, 2021 (this "**Amendment**") is entered into between WILMINGTON TRUST SP SERVICES (DUBLIN) LIMITED, acting not in its individual capacity, but solely as trustee pursuant to the Declaration of Trust in respect of the Aircraft 78B-65092 (Ireland) Trust ("**LESSOR**") and AEROVÍAS DE MÉXICO, S.A. DE C.V. ("**LESSEE**") in light of the following facts:

**RECITALS**

A. LESSOR and LESSEE have previously entered into that certain Aircraft Lease Agreement dated as of May 16, 2018 (as the same may be amended, supplemented or otherwise modified from time to time in accordance with its provisions, the "**Lease**"), pursuant to which LESSOR is leasing to LESSEE one Boeing 787-9 aircraft bearing manufacturer's serial number 65092 and Mexican registration mark XA-MFG with two General Electric GEnX-1B74/75 engines.

B. On the terms and conditions contained herein, LESSEE and LESSOR have agreed to amend the Lease as provided below.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth below and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), LESSOR and LESSEE hereby agree as follows:

**AGREEMENT**

1. Defined Terms.

- a. Any and all initially capitalized terms not otherwise defined herein have the meanings given to them in the Lease. Unless the context requires otherwise, any reference to the plural includes the singular, the singular includes the plural, the part includes the whole and the terms "including" or "includes" are not limiting.
- b. Except where the context otherwise requires, the following words have the following meanings for all purposes in this Amendment and the Lease.

"**AerCap Transactions**" means the lease transaction for each of the following aircraft: [REDACTED].

"**Agreed Claim Amount**" shall have the meaning ascribed to such term in

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paragraph 14.a.

**"Approval Order"** means the Bankruptcy Court's order in the form agreed to by the parties and attached as Schedule 4 hereto.

**"Bankruptcy Cases"** means the Chapter 11 cases and proceedings initially filed by Lessee and its Affiliates on June 30, 2020 under the lead case no. 20-11563 with the Bankruptcy Court and all affiliated and associated filings and proceedings in any other court or jurisdiction relating to such cases.

**"Bankruptcy Court"** means the United States Bankruptcy Court for the Southern District of New York.

**"Effective Date"** shall have the meaning ascribed to such term in paragraph 15 below.

**"Other Lease Agreements"** means collectively, the [REDACTED] existing aircraft lease agreements, as amended on or about the date hereof each between an Affiliate of LESSOR, as lessor, and LESSEE, as lessee, in respect of the following [REDACTED] aircraft: [REDACTED], in each case together with the related engines, parts, equipment, and appurtenances and the associated records and documentation.

**"PBH Stipulation"** means that certain Stipulation and Order between Certain Debtors and Counterparties Concerning Certain Equipment, dated September 14, 2020 and approved and entered by the Bankruptcy Court on September 21, 2020 Docket No. 402, which, among other things, sets forth certain agreements and terms relating to the Aircraft.

**"Rejection Event"** is defined in paragraph 16.b. hereof.

**"U.S. Bankruptcy Code"** means title 11 of the United States Code.

c. Modification to Existing Defined Terms. Article 2 of the Lease is hereby amended by deleting the existing text associated with the words listed below and inserting in its place the new text listed below.

**"Airframe Major Check"** means all "12-year" tasks together with all lower tasks that are required to clear the Aircraft for the next [REDACTED] of operation all to be completed pursuant to the MPD together with the rectification of any deficiencies resulting from the findings thereof.

**"Financial Indebtedness"** means any indebtedness in respect of (a) moneys

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borrowed or raised, (b) any liability under any debenture, guaranty, bond, note, loan stock, acceptance, documentary credit or other security, (c) the acquisition cost of any asset to the extent payable before or after the time of acquisition or possession (not being indebtedness in respect of the purchase of goods or services in the ordinary course of trading, payment of which is deferred for a period of not greater than 30 days) or (d) any guarantee, indemnity, or similar assurance against financial loss of any Person in respect of the foregoing.

2. Lease Term Extension. The Lease Term is hereby extended for thirty-three months from and including [REDACTED] through and including [REDACTED] (such period, the "**First Extension Period**"). The new Expiration Date is [REDACTED]. Any existing extension option(s) under the Lease in effect prior to the date hereof are hereby terminated.

3. New Extension Option. So long as no Event of Default has occurred and is continuing under the Lease on the date of exercise of an option or on the commencement date of the extension lease term with respect to such option, LESSEE will have one option to extend the term of leasing of the Aircraft for a period of [REDACTED] (such period the "**Second Extension Period**"). LESSEE may exercise this option by providing LESSOR with written notice of its election [REDACTED] no less than [REDACTED] prior to the then-current Expiration Date. Such notice, when given, will be irrevocable.

4. Security Deposit. The agreements of the parties in respect of the Security Deposit are set forth in section 1 of Schedule I hereto.

5. Base Rent. The agreements of the parties in respect of Base Rent are set forth in section 2 of Schedule I hereto.

6. Specific Engine Requirements.

a. The Lease is hereby amended by deleting the existing text of Article 12.2.3(b) and inserting in its place the following new text:

"(b) perform, at a minimum, a workscope sufficient to build the Engine to an interval equal to such Engine's full operating interval, as determined in accordance with the recommendations of the Engine Manufacturer."

b. The Lease is hereby amended by deleting the existing text of Article 12.2.5 and inserting in its place the following new text:

"12.2.5 LESSEE may enter into any engine maintenance agreement with Engine Manufacturer without LESSOR's prior consent, provided that such agreement (i) does not charge LESSEE on a power by the hour basis (other

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than the monthly administrative fee or "popular rate" that the Engine Manufacturer may charge in accordance with its customary procedures), and (ii) does not permit the Engine Manufacturer to place a Security Interest on an Engine for any reason other than amounts owed by LESSEE for work performed on that Engine. Except as set forth in the immediately preceding sentence, LESSEE will not enter into any engine maintenance cost per flight hour, power by the hour or similar agreement with Engine Manufacturer or any other engine maintenance facility without LESSOR's prior written consent. LESSOR and LESSEE acknowledge that nothing in this Article 12.2.5 or LESSOR's approval of any proposed engine maintenance cost per hour or similar agreement will vary LESSEE's obligations under Articles 12 or 22 of the Lease."

7. Replacement of Parts. The Lease is hereby amended by deleting the existing text of Article 12.4.2 and inserting in its place the following new text:

"12.4.2 [REDACTED]"

8. [REDACTED]

9. Registration of Aircraft. The Lease is hereby amended by deleting the existing text of Article 13.2(i) and inserting in its place the following new text:

"(i) register and maintain or procure the registration of the Aircraft in the name of Owner as owner of the Aircraft and LESSOR as lessor of the Aircraft under this Lease at the register of aircraft maintained by the Aviation Authority and"

10. Redelivery Conditions. The Lease is hereby amended by deleting the existing text of Article 22 (Return of Aircraft) and inserting in its place the new text set forth in Schedule 2 hereto.

11. Maintenance Redelivery Payments. The Lease is hereby amended by inserting the text set forth in Schedule 3 hereto as a new Article 22A after the end of the existing Article 22.

12. Events of Default. LESSOR and LESSEE agree that, (a) notwithstanding anything to the contrary in the Lease, from and after the Effective Date, the existence and continuation of the Bankruptcy Cases will not be considered an Event of Default pursuant to [REDACTED] of the Lease, (b) LESSOR hereby agrees that no Event of Default shall arise or exist under [REDACTED] whether before or after the Effective Date, as a result of [REDACTED], and (c) LESSOR hereby waives any Event of Default under [REDACTED] that may exist on the Effective Date and that arises from [REDACTED].

13. Confidentiality. The Lease is hereby amended by deleting the entirety of the text

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of Article 27.9 (*Confidentiality*) and inserting in its place the following new text:

"The Operative Documents and all non-public information obtained by either party about the other are confidential and are between LESSOR and LESSEE only and will not be disclosed by a party to third parties (other than to any Servicer, to such party's auditors, shareholders and professional advisors, to Indemnitees and Tax Indemnitees, as required in connection with any filings of this Lease in accordance with Article 13, in connection with LESSOR's potential sale or financing of the Aircraft or assignment of this Lease, as required for enforcement by either party of its rights and remedies with respect to this Lease or as required by applicable Law) without the prior written consent of the other party. If any disclosure will result in an Operative Document becoming publicly available, LESSEE and LESSOR will cooperate with one another to obtain confidential treatment as to the commercial terms and other material terms and provisions of such Operative Document. Notwithstanding the foregoing, LESSEE may disclose this Lease (i) as may be required to obtain the Bankruptcy Court's approval of this Lease; or (ii) to the U.S. Trustee in the Bankruptcy Cases, the Unsecured Creditors Committee in the Bankruptcy Cases, the Ad Hoc Bondholders Group in the Bankruptcy Cases, or the entities providing Debtor-in-possession financing to LESSEE in the Bankruptcy Cases, in all cases subject to LESSEE's taking reasonable steps to require or request that such Persons maintain the Lease as confidential. The obligations of LESSOR and LESSEE under this Article 27.9 will survive the Termination Date."

14. LESSOR and Beneficial Owner's Unsecured Claims.

- a. AerCap's Claims; Allowance. LESSEE and LESSOR agree that LESSOR and Affiliates of LESSOR shall have an allowed non-priority general unsecured claim in the aggregate amount of \$210,867,000 against LESSEE in full and final satisfaction of all asserted pre-petition claims in respect of all the AerCap Transactions (the "**Agreed Claim Amount**"). Upon the entry of the Approval Order, the Agreed Claim Amount shall not be (either directly or indirectly) (y) subject to any challenge, objection, reduction, subordination, counterclaim or offset for any reason and (z) subject to any objection, subordination, avoidance or recovery actions under Sections 502(d), 510, 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code. Any chapter 11 plan of reorganization filed by LESSEE in the Bankruptcy Cases shall afford such claims treatment that is no worse than the treatment given to the non-priority unsecured claims of any other aircraft or engine lessor whose claims run solely against LESSEE. LESSEE and LESSOR agree to cooperate for the approval of the Allowed Claim Amount by the Unsecured Creditors Committee and any other relevant constituencies in respect thereof, in each case, promptly after the date hereof.
- b. No Limitation on Rights and Remedies. Except to the extent otherwise provided herein, this Amendment does not limit or affect the rights, remedies, or claims of

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LESSOR, if any, under other provisions of the U.S. Bankruptcy Code, subject to all rights, defenses, and objections of LESSOR, LESSEE and any other party in interest.

15. Conditions Precedent. This Amendment shall become effective on the date (the "**Effective Date**") on which all of the following conditions precedent have been fulfilled.

- a. LESSEE and LESSOR shall have duly executed and delivered this Amendment.
- b. LESSEE shall have filed a motion with the Bankruptcy Court in connection with the Bankruptcy Cases within five (5) Business Days of the date of this Amendment seeking entry and approval of the Approval Order.
- c. The Bankruptcy Court shall have entered the Approval Order authorizing LESSEE to assume the Lease (for the avoidance of doubt, as modified by this Amendment) pursuant to section 365 of the U.S. Bankruptcy Code.
- d. The Other Lease Agreements shall have been assumed by LESSEE pursuant to the Approval Order.
- e. LESSEE shall have filed a motion with the Bankruptcy Court in connection with the Bankruptcy Cases within five (5) Business Days of the date of this Amendment seeking approval of an amended stipulation (in a form to be agreed between the parties thereto) in respect of the Aircraft Lease Agreement dated as of June 23, 2006 (as the same may be amended, assigned, supplemented or otherwise modified from time to time in accordance with its provisions, the "**MSN [REDACTED] Lease Agreement**") between Wilmington Trust Company, not in its individual capacity but solely as owner trustee for [REDACTED] (Delaware) Trust, as lessor, and Seller, as lessee, in respect of one Boeing 787-8 aircraft bearing manufacturer's serial number [REDACTED], which amended stipulation shall provide, among other things, that [REDACTED].

16. Bankruptcy Related Matters.

- a. Plan Treatment of this Amendment. Subject to no Rejection Event having occurred, any plan of reorganization filed by LESSEE shall reaffirm the Effective Date, the approval of this Amendment and the assumption of the Lease (as modified by this Amendment). For the avoidance of doubt, the Effective Date hereunder shall occur before a plan of reorganization for LESSEE is filed and confirmed, and notwithstanding that a plan of reorganization for LESSEE shall occur after the Effective Date hereunder, this Amendment shall become fully effective on the Effective Date (subject to a Rejection Event).



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- b. Rejection due to Failure to Emerge from Chapter 11. Notwithstanding anything in this Amendment to the contrary, in the event (i) prior to the consummation of a Chapter 11 plan of reorganization, LESSEE announces that it has permanently discontinued all scheduled passenger service, (ii) LESSEE's current Bankruptcy Cases are dismissed or converted to a case under chapter 7 of the U.S. Bankruptcy Code, or (iii) LESSEE fails to achieve the effective date of a chapter 11 plan of reorganization (where each of (i) through (iii) shall constitute a "**Rejection Event**"), either LESSEE or LESSOR may terminate this Amendment and the Other Lease Agreements without further order of the Bankruptcy Court. Upon any such rejection, in addition to the claims allowed as set forth above in paragraph 14 hereof, LESSOR may assert any other damages arising from such rejection as a general unsecured claim against the applicable Debtors. Additionally, to the extent the Lease is rejected, LESSEE shall comply with the provisions of the PBH Stipulation relating to such rejection.

17. Undertakings of LESSEE. Promptly after the Effective Date, LESSEE undertakes to complete the following:

- a. LESSEE will register this Amendment as required by Article 13.2 of the Lease provided that (i) LESSEE will have provided to LESSOR a copy in electronic format of the Spanish translation of this Amendment for purposes of review and approval of LESSOR prior to registration, such review and approval to not cause undue delay, and, (ii) upon filing of this Amendment for purposes of registration before the Aviation Authority, provide to LESSOR an electronic copy of the Spanish translation of this Amendment certified by an approved translator authorized by the Superior Tribunal of Justice of the Federal District of Mexico or by the Council of the Federal Judicature.
- b. LESSEE will consent to a PUE authorization in favor of LESSOR's Mexican Counsel to register the International Interest constituted by this Amendment pursuant to Article 13.3 of the Lease.

18. Miscellaneous.

A. Counterparts. This Amendment may be executed in any number of identical counterparts, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument.

B. Delivery by Fax or E-Mail. Delivery of an executed counterpart of this Amendment by fax or e-mail will be deemed as effective as delivery of an originally executed counterpart. Any party delivering an executed counterpart of this Amendment will also deliver an originally executed counterpart, but the failure of any party to deliver an originally executed counterpart of this Amendment will not affect the validity or effectiveness of this Amendment.

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C. Confidentiality. The provisions of the Lease with respect to confidentiality are incorporated in this Amendment by this reference as if such provisions were set forth herein, *mutatis mutandis*.

D. Governing Law and Jurisdiction. The provisions of Articles 26 (Governing Law and Jurisdiction) and 27 (Miscellaneous) of the Lease will apply to this Amendment as if set out in full herein, *mutatis mutandis*.

E. No Other Amendments; Entire Agreement. Except as expressly modified by this Amendment, all of the terms and conditions of the Lease and its subsequent amendments remain unchanged and are in full force and effect. This Amendment, together with the Lease, constitutes the entire agreement between LESSOR and LESSEE concerning the matters set forth herein and supersedes and cancels all prior letters, agreements and correspondence with respect thereto.

F. Operative Document. This Amendment is an Operative Document.

G. Costs and Expenses. Each party will bear its own costs and expenses in connection with the preparation, negotiation and execution of this Amendment.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment on  
the date first set forth hereinabove.

WILMINGTON TRUST SP SERVICES  
(DUBLIN) LIMITED, acting not in its  
individual capacity, but solely as trustee  
pursuant to the Declaration of Trust in  
respect of the Aircraft 78B-65092  
(Ireland) Trust

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

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## SCHEDULE I – ECONOMIC TERMS

For avoidance of doubt, provisions of the existing Schedule I to the Lease not inconsistent with the agreements set forth in this Schedule I remain in full force and effect.

### 1. Security Deposit.

a. [REDACTED]

b. [REDACTED]

### 2. Base Rent. Notwithstanding anything to the contrary in the Lease, LESSEE will pay LESSOR Base Rent in respect of the Aircraft in accordance with the following.

- a. The words "**PBH Period**" wherever appearing in this Amendment mean the period commencing on and including the Effective Date and ending on the earlier of (i) [REDACTED], and (ii) the date on which LESSEE's Average Monthly Utilization for each of the preceding [REDACTED] is equal to or greater than the historic average monthly utilization for LESSEE's 787-9 fleet for the corresponding month in 2019 set forth in Attachment A to this Schedule I.

The "**Average Monthly Utilization**" for a particular calendar month means the quotient of (i) the total flight hours operated by all 787-9 aircraft in LESSEE's fleet during such calendar month, divided by (ii) the number of 787-9 aircraft operated by LESSEE or which LESSEE has committed to operate in the future as of the date that the Bankruptcy Court confirms LESSEE's plan of reorganization.

- b. During the PBH Period, LESSEE will pay to LESSOR power-by the hour Rent for each calendar month or portion thereof monthly in arrears and calculated as follows ("**PBH Rent**").

PBH Rent will be calculated based on the individual utilization of the Airframe and each Engine (each, a "**PBH Component**") in accordance with the following formula, [REDACTED].

$$W = (A(\text{airframe}) * B(\text{airframe})) + (A(\text{engine 1}) * B(\text{engine 1})) + (A(\text{engine 2}) * B(\text{engine 2}))$$

where:

W is the PBH Rent due for such calendar month;

A(airframe), A(engine 1) and A(engine 2) is the respective utilization of the

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Airframe and each Engine in a given calendar month, expressed in Flight Hours

B(airframe) is equal to [REDACTED];

B(engine 1) is equal to [REDACTED]; and

B(engine 2) is equal to [REDACTED].

For each calendar month (or part thereof) during the PBH Period, LESSEE will provide a utilization report to LESSOR by the 15th day of the immediately succeeding calendar month and make a payment of the PBH Rent by the later of (x) the 20th day of such calendar month and (y) three Business Days after receiving Lessor's invoice in respect of the PBH Rent.

For purposes of these calculations, "engine 1" refers to the Engine bearing serial number 958441 and "engine 2" refers to the Engine bearing serial number 958450, or any engine substituted therefor in accordance with the terms of the Lease.

- c. Following the last day of the PBH Period (the "**Transition Date**") and during the remainder of the Lease Term (including the First Extension Period, but not including the Second Extension Period (if any)), Base Rent shall be paid monthly in advance in a fixed amount equal to [REDACTED] per month (the "**Fixed Rent**"). The first payment of Fixed Rent shall be due on the tenth (10th) day after the Transition Date and shall cover the period between the Transition Date and the 16th day of the calendar month in which the Transition Date occurred (or if the Transition Date occurred after the 16th day of a calendar month, until the 16th day of the immediately succeeding calendar month) and each subsequent payment of Fixed Rent will be due on the 16th day of each calendar month thereafter (each, a "**Fixed Rent Payment Date**") and otherwise in accordance with Article 5 of the Lease. For the avoidance of doubt, (i) the Fixed Rent amount will be prorated if paid in respect of a period shorter than a full calendar month and (ii) the words "Base Rent" whenever used in the Lease will be construed to include PBH Rent and/or Fixed Rent as applicable.
- d. During the Second Extension Period (if any), LESSEE will pay to LESSOR Base Rent for each Lease Term month (or portion thereof) determined as follows.

[REDACTED]

- 3. **Petition Date Condition.** The Petition Date Condition of each Maintenance Component (as such terms are defined in new Article 22A of the Lease) is set forth in Attachment B hereto.

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**ATTACHMENT A TO SCHEDULE I**  
**2019 Monthly Average Utilization for LESSEE's 787-9 Fleet**

<b>Calendar Month in 2019</b>	<b>2019 Monthly Average Utilization (Flight Hours)</b>
January	447.13
February	409.95
March	451.93
April	432.07
May	450.53
June	442.73
July	456.58
August	448.25
September	438.85
October	446.33
November	430.68
December	463.18

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**ATTACHMENT B TO SCHEDULE I  
PETITION DATE CONDITION**

[REDACTED]

## **SCHEDULE 2**

### **REPLACEMENT ARTICLE 22 (RETURN OF AIRCRAFT)**

#### **ARTICLE 22 RETURN OF AIRCRAFT**

**22.1 Date of Return.** LESSEE will return the Aircraft, Engines, APU, Parts and Aircraft Documentation to LESSOR on the Expiration Date, unless a Total Loss of the Aircraft occurred prior to the Expiration Date and the leasing of the Aircraft under this Lease was terminated early in accordance with Article 18.3. If an Event of Default occurs hereunder by LESSEE failing to return the Aircraft on the Expiration Date or if an Event of Default occurs prior to or after the Expiration Date and LESSOR repossesses the Aircraft, the return requirements set forth in this Article 22 nonetheless must be met on the date the Aircraft is actually returned to LESSOR or repossessed by LESSOR.

**22.2 Payments from LESSEE.** No later than [REDACTED] prior to the Expiration Date, LESSEE will provide LESSOR with an estimate of the total amount to be paid by LESSEE pursuant to Article 22A and will supply LESSOR with supporting data. LESSEE and LESSOR will discuss LESSEE's estimate and mutually agree upon an estimated amount. Immediately prior to return, LESSEE and LESSOR will recalculate the total amount actually owed by LESSEE to LESSOR pursuant to Article 22A and LESSEE will pay such amount due prior to return of the Aircraft. LESSEE will not be obligated to pay Base Rent in respect of any period after the date on which the Aircraft complies with the conditions set forth in this Article 22 (Return of Aircraft), [REDACTED].

**22.3 Technical Report.** No later than [REDACTED] prior to the Expiration Date (and in an updated form at return of the Aircraft), LESSEE will provide LESSOR with a Technical Evaluation Report and, in addition upon LESSOR's request, will make copies available of (a) drawings of the interior configuration of the Aircraft both as it presently exists and as it will exist at return, (b) an Airworthiness Directive status list, (c) a service bulletin incorporation list, (d) rotatable tracked, hard time and life limited component listings, (e) a list of modifications, alterations and repairs, (f) interior material burn certificates, (g) the Maintenance Program, (h) the complete worksopes for the checks, inspections and other work to be performed prior to return, (i) a forecast of the checks, inspections and other work to be performed within the clearance period after return of the Aircraft as set forth in the definition of "Return Check", (j) a list of all no charge service bulletin kits with respect to the Aircraft which were ordered by LESSEE from Manufacturer or Engine Manufacturer, (k) current Engine disk sheets, (l) last Engine shop visit reports, (m) takeoff and cruise trend reports for the last 12 months, (n) a report of total flights for each route (by city pair) on which each Engine was operated for the 12 months prior to the date on which LESSEE provides such report to LESSOR, (o) an Engine Redelivery Report furnished with respect to each Engine by the Engine Manufacturer and (p) any other data which is reasonably requested by LESSOR. For avoidance of doubt, the delivery of the Technical Evaluation Report by LESSEE will not limit or otherwise prejudice LESSOR's right to inspect the Aircraft pursuant to Article 12.13.



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**22.4** **Return Location.** LESSEE at its expense will return the Aircraft, Engines, APU, Parts and Aircraft Documentation to LESSOR at [REDACTED]. LESSOR and LESSEE agree to cooperate reasonably in selecting a redelivery location so as to lawfully reduce or eliminate any taxes or Taxes arising from return of the Aircraft.

**22.5** **Full Aircraft Documentation Review.** For the period commencing at least [REDACTED] prior to the proposed return date and continuing until the date on which the Aircraft is returned to LESSOR in the condition required by this Lease, LESSEE will provide for the review of LESSOR or its representatives all of the Aircraft records and historical documents described in Exhibit M together with the original of the Aircraft Certificate of Registration issued by the Mexican Aeronautic Registry and a copy of the importation document (pedimento de importación) issued by the Customs Authority of Mexico, in one central room with access to telephone, photocopy, fax and internet connections at the Aircraft return location. At the commencement of such period, any such Aircraft records and historical documents that have been maintained in an Electronic Records Format will be provided to LESSOR in CD format or other electronic format acceptable to LESSOR, and LESSOR or its representatives will be able to electronically access and download any such Aircraft records or historical documents from such time until the return of the Aircraft to LESSOR.

**22.6** **Maintenance Policies and Procedures Manuals.** At return of the Aircraft and at LESSOR's request for the purposes of bridging and demonstrating to the next operator and its aviation authority how the Aircraft has been maintained, LESSEE will provide LESSOR with copies of its Maintenance Program (together with cross-references to each applicable MPD task), general maintenance manual, general policies and procedures manual, or their equivalents, and any other related controlled documentation which affects the Aircraft. Recognizing that LESSEE's maintenance policies and procedures manuals are proprietary to LESSEE, LESSOR agrees that they will be only utilized as set forth in Article 12.12 and this Article 22.6.

**22.7** **Aircraft Inspection.**

**22.7.1** During the maintenance checks performed prior to the proposed return date and at the actual return of the Aircraft, LESSOR or its representatives will have an opportunity to observe functional and operational system checks, perform a visual inspection of the Aircraft (taking into account the Aircraft type, age, use and other known factors with respect to the Aircraft) and perform a full inspection of the Aircraft Documentation (including records and manuals), all to LESSOR's satisfaction, it being understood that any inspection by LESSOR, its authorized agents or representatives during a "C" or equivalent check will be carried out on a timeline consistent with the work schedule and will not require the opening of panels not required to be opened by the workscope for such check. Any deficiencies from the Aircraft return condition requirements set forth in this Article 22 will be corrected by LESSEE at its cost prior to return of the Aircraft.

**22.7.2** Following the performance of the Return Check (pursuant to Article 22.10.1) and immediately prior to the video borescope (pursuant to Article 22.10.6) and the return of

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the Aircraft to LESSOR, LESSEE will carry out for LESSOR and/or LESSOR's representatives an Aircraft acceptance flight which will be for not less than one hour and not more than two hours in which standard revenue flight profiles are demonstrated. Flight costs and fuel will be furnished by and at the expense of LESSEE. Any deficiencies from the Aircraft return condition requirements set forth in this Article 22 will be corrected by LESSEE at its cost prior to return of the Aircraft.

## **22.8 Certificate of Airworthiness Matters.**

**22.8.1** The Aircraft will possess a current Certificate of Airworthiness issued by the Aviation Authority (although this Certificate of Airworthiness may later be replaced by an Export Certificate of Airworthiness or equivalent if requested by LESSOR pursuant to Article 22.13). In addition, even if LESSEE must perform engineering, maintenance and repair work on the Aircraft beyond the requirements of Article 12, the Aircraft at return must be in the condition required in order to meet the requirements for issuance of a U.S. Standard Certificate of Airworthiness for transport category aircraft issued by the FAA in accordance with FAR Part 21 and, in addition, to meet the operating requirements of FAR Part 121 (as in effect on the Delivery Date).

**22.8.2** At LESSOR's request, LESSEE at its cost will demonstrate that the Aircraft meets the requirements for issuance of a U.S. Standard Certificate of Airworthiness for transport category aircraft specified in Article 22.8.1 by delivering to LESSOR at LESSOR's option either an actual U.S. Standard Certificate of Airworthiness (if the Aircraft is to be registered in the U.S.) or a letter acceptable to LESSOR signed by an FAA Designated Airworthiness Representative (DAR) or another Person acceptable to LESSOR stating that the DAR or such Person has inspected the Aircraft and Aircraft Documentation (including records and manuals) and has found that the Aircraft meets the requirements for issuance of a U.S. Standard Certificate of Airworthiness for transport category aircraft in accordance with FAR Part 21 and, in addition, meets the operating requirements of FAR Part 121.

**22.8.3** If the Aircraft is to be registered in a country other than the U.S. after return from LESSEE, LESSOR may in its sole discretion waive the requirements of Article 22.8.2 and instead require that LESSEE at its expense (to the extent such expense is no greater than that which LESSEE would have incurred pursuant to Articles 22.8.1 and 22.8.2, with any additional expenses being for LESSOR's account) put the Aircraft in a condition to meet the requirements for issuance of a Certificate of Airworthiness of the aviation authority of the next country of register, it being understood that LESSOR will define any such requirements and provide LESSEE with the required workscope and parts.

## **22.9 General Condition of Aircraft at Return.**

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**22.9.1** The Aircraft, Engines, APU and Parts will have been maintained and repaired in accordance with the Maintenance Program, the rules and regulations of the Aviation Authority and this Lease.

**22.9.2** If any Part installed on the Airframe, any Engine or the APU at return was not installed at Delivery, then such Part will have met the requirements of Articles 12.3.9 and 12.4.1 at the time of installation.

**22.9.3** The requirements of Articles 12.2.2 and 12.4.2 will have been met with respect to the installation of OEM Parts during the Lease Term.

**22.9.4** Aircraft Documentation (including records and manuals) will have been maintained in English (except for the cabin rectification log book which may be maintained and returned in Spanish, provided that upon [REDACTED] written notice from LESSOR, LESSEE will translate the same into English if required by the next operator of the Aircraft), in an Electronic Records Format and in an up to date status, all in accordance with the rules and regulations of the Aviation Authority and this Lease and in a form necessary in order to meet the requirements of Article 22.8.1. The records and historical documents set forth in Exhibit M will be in English. If LESSEE subscribes to Manufacturer's on line data access services, LESSEE must nonetheless return the Aircraft manuals with all current revisions provided by Manufacturer in CD or other electronic format acceptable to LESSOR.

**22.9.5** All hard time and life limited Parts which are installed on the Aircraft will have an FAA Form 8130-3 or EASA Form 1 evidencing the airworthiness of such Part at the time of installation on the Aircraft. In the case of life limited Parts, the documentation will also state the total Flight Hours, Cycles or calendar days, as applicable, since new and will demonstrate back-to-birth traceability. In the case of hard time Parts, the documentation will also state the time since last Overhaul or refurbishment, will have a reference to the relevant section of the Component Maintenance Manual under which the Part underwent Overhaul or refurbishment, as applicable, and will identify the FAA-approved repair agency or EASA-approved repair agency, as applicable, which performed the last Overhaul or refurbishment.

**22.9.6** All Parts other than those referred to in Article 22.9.5 installed on the Aircraft will have a Serviceable Tag or will be listed in the OEM installation documents such as the Aircraft Readiness Log.

**22.9.7** The Aircraft will be in the same working order and condition as at Delivery (subject to the other provisions of this Article 22, reasonable wear and tear from normal flight operations excepted), with all pilot discrepancies and deferred maintenance items cleared on a terminating action basis. The operating weights of the Aircraft and the engine thrust rating for each Engine will be the same (or higher than) as at Delivery.

**22.9.8** The Aircraft will be airworthy, conform to type design and be in a condition for safe operation, with all Aircraft equipment, components and systems operating in accordance

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with their intended use and within limits approved by Manufacturer, the Aviation Authority and the FAA.

**22.9.9** The Aircraft interior (including cabin and windows) and exterior will be clean, with all compartments free of foreign objects. The Aircraft will be substantially free of dirt, grease, fluids, stains, grime, cracks, tears and rips, consistent with worldwide commercial airline standards for used aircraft at completion of a check equivalent to the Return Check.

**22.9.10** No special or unique Manufacturer, Engine Manufacturer or Aviation Authority inspection or check requirements which are specific to the Aircraft or Engines (as opposed to all aircraft or engines of their types) will exist with respect to the Airframe, Engines and Aircraft equipment, components and systems.

**22.9.11** All repairs to the Aircraft will have been accomplished in accordance with Manufacturer's Structural Repair Manual (or FAA-approved data supported by an FAA Form 8110-3 or FAA Form 8100-9)

**22.9.12** All Modifications to the Aircraft (including any Modification supported by a supplemental type certificate) will have been accomplished in accordance with FAA-approved data supported by an FAA Form 8110-3, FAA Form 8100-9 or FAA supplemental type certificate. All Modifications will be incorporated into the applicable Manufacturer's manual.

**22.9.13** The Aircraft will be returned with LESSOR's Engines and APU installed and with the same equipment as at Delivery, subject only to those replacements, additions and Modifications permitted under this Lease. For the avoidance of doubt, LESSEE will not be required to return emergency medical kits or defibrillators with the Aircraft. To the extent LESSEE performed a Modification which cost in excess of [REDACTED] and LESSOR did not approve such Modification in accordance with Article 12.9.1 LESSOR may require LESSEE to return the Aircraft in its original condition prior to such Modification.

**22.9.14** All Airworthiness Directives which are issued prior to the date of return of the Aircraft and which require compliance [REDACTED] (the "**LESSEE AD Compliance Period**") will have been complied with on the Aircraft at LESSEE's cost as follows:

- (a) all such Airworthiness Directives for which terminating action is due within the LESSEE AD Compliance Period will have been accomplished by performing the terminating action; and
- (b) all such Airworthiness Directives for which terminating action is not due within the LESSEE AD Compliance Period will have been accomplished at the highest level of inspection or modification possible short of terminating action.

**22.9.15** All Modifications which must be performed [REDACTED] in order to meet the FAA requirements for FAR Part 121 (as in effect on the Delivery Date) operations will have been incorporated on the Aircraft at LESSEE's cost.

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**22.9.16** The Aircraft will be in compliance with Manufacturer's Corrosion Prevention and Control Program (CPCP) specified for the model type by Manufacturer and LESSEE will provide LESSOR with documentation substantiating such compliance.

**22.9.17** If any waivers, deviations, dispensations, alternate means of compliance, extensions or carry overs with respect to maintenance or operating requirements, repairs or Airworthiness Directives are granted by the Aviation Authority or permitted by the Maintenance Program, LESSEE at its sole cost and expense will nonetheless perform such maintenance or operating requirements, repairs or Airworthiness Directives as if such waivers, deviations, dispensations, alternate means of compliance, or extensions or carry overs did not exist. For avoidance of doubt, any correcting damage exceeding SRM limits will be deemed acceptable under this Article 22.9.17 if documented with an FAA 8110-3 or 8100-9.

**22.9.18** The Aircraft will be free from any Security Interest except LESSOR's Liens and no circumstance will have so arisen whereby the Aircraft is or could become subject to any Security Interest or right of detention or sale in favor of the Aviation Authority, any airport authority, Eurocontrol or any other authority or Government Entity.

**22.9.19** All no charge vendor and Manufacturer's service bulletin kits received by LESSEE for the Aircraft but not installed thereon will be on board the Aircraft as cargo. All no charge vendor and Manufacturer's service bulletin kits ordered by LESSEE but not yet received will, upon receipt by LESSEE and at LESSEE's cost, be forwarded as instructed by LESSOR. At LESSOR's request, any other service bulletin kit which LESSEE paid for will also be delivered to LESSOR on board the Aircraft, but LESSOR will reimburse LESSEE for its actual out-of-pocket costs for such kit, unless LESSEE purchased such kit as part of its implementation program of a service bulletin on its fleet of aircraft of the same type as the Aircraft but had not yet installed such kit on the Aircraft, in which case such kit will be furnished free of charge to LESSOR.

**22.9.20** The Aircraft will be free of any leaks which are found to be outside Manufacturer's maintenance manual limits and any damage resulting therefrom. All repairs will have been performed on a permanent basis in accordance with the applicable Manufacturer's instructions.

**22.9.21** The Aircraft fluid reservoirs (including oil, oxygen, hydraulic and water) will be serviced to full and the waste tank serviced in accordance with Manufacturer's instructions. Fuel tanks will be at least as full as at Delivery.

**22.9.22** If LESSEE complies with Aviation Authority or Maintenance Program requirements by means of sampling within its fleet, LESSEE will, prior to return of the Aircraft, perform all required work on the Aircraft as if such sampling had not occurred with respect to the Aircraft.

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**22.10** **Checks Prior to Return.** Following removal of the Aircraft from revenue service and prior to return of the Aircraft to LESSOR, LESSEE at its expense will do each of the following:

**22.10.1** LESSEE will have the Return Check performed by a Maintenance Performer. LESSEE also agrees to perform during the Return Check any other work reasonably requested by LESSOR (and not otherwise required under this Lease) and LESSOR will reimburse LESSEE for performing such LESSOR requested work based on LESSEE's out-of-pocket and unburdened labor and material costs, including, for avoidance of doubt, any costs designated as to be at LESSOR's expense pursuant to Article 22.8.3 provided that LESSOR has provided its requirements in a reasonably timely manner.

**22.10.2** LESSEE will remove LESSEE's exterior markings, including all exterior paint, by stripping (or, at LESSOR's option, pneumatically sanding) the paint from the fuselage, vertical stabilizer, horizontal stabilizer, wings and Engine cowlings, and clean, reseal, refinish, prepare (including application of alodine or another corrosion inhibitor) and prime the surfaces to be painted, all in accordance with Manufacturer's and paint manufacturer's recommendations. LESSEE will then repaint the fuselage, vertical stabilizer, horizontal stabilizer, wings and Engine cowlings in the colors and logo specified by LESSOR, subject to LESSEE having received the necessary livery drawings no fewer than [REDACTED] prior to commencement of the Return Check. Such painting will be accomplished in such a manner as to result in a uniformly smooth and cosmetically acceptable aerodynamic surface. All external placards, signs and markings will be properly attached, free from damage, clean and legible. After painting, the Aircraft will be weighed.

**22.10.3** LESSEE will clean the exterior and interior of the Aircraft. LESSEE will also remove all visible LESSEE logos, nameplates and other LESSEE identification from the interior of the Aircraft, with removal accomplished in a way which returns the Aircraft to the condition in which the Aircraft would have been if such identification had not been installed, fair wear and tear excepted.

**22.10.4** If reasonably required by LESSOR, LESSEE will repaint by touch up the interior of the Aircraft, including flight deck, and replace missing, broken or illegible placards.

**22.10.5** In accordance with Article 22.9.11, LESSEE will permanently repair damage to the Aircraft that exceeds Manufacturer's limits and replace any non-flush structural patch repairs installed on the Aircraft during the Lease Term with permanent flush-type repairs, in each case with no further inspection requirements other than the Category B inspection requirement of Manufacturer. If Manufacturer's Structural Repair Manual does not contain a permanent flush repair scheme for a particular type of damage, LESSEE will obtain a permanent flush repair scheme from Manufacturer (including an FAA Form 8110-3 or FAA Form 8100-9) and perform the permanent flush repair recommended by Manufacturer; provided that, if Manufacturer does not provide a permanent flush repair scheme or



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recommends against performance of a permanent flush repair for any reason, LESSEE may return the Aircraft with a permanent non-flush structural patch repair.

**22.10.6** [INTENTIONALLY OMITTED].

**22.10.7** With LESSOR and/or its representatives present, LESSEE, at LESSOR's sole cost, will cause each Thrust Reverser Half to be inspected by a qualified third-party vendor or the component manufacturer of the Thrust Reversers pursuant to the AMM. LESSEE, at LESSEE's sole cost, will correct any discrepancies in accordance with the guidelines set out by the component maintenance manual which may be discovered during such inspection.

**22.10.8** Immediately following completion of the acceptance flight as set forth in Article 22.7.2 and immediately prior to the return of the Aircraft to LESSOR, and with LESSOR and/or its representatives present, LESSEE will perform a full and complete hot and cold section video borescope on each Engine and its modules in accordance with Manufacturer's aircraft maintenance manual.

**22.10.9** With LESSOR and/or its representatives present, LESSEE will accomplish a power assurance run on the Engines in accordance with Manufacturer's aircraft maintenance manual. LESSEE will record the Engine power assurance test conditions and results on the Return Acceptance Receipt.

**22.10.10** LESSEE will provide evidence to LESSOR's reasonable satisfaction that the Engine historical and technical records, borescope inspection, trend monitoring and power assurance run do not reveal any condition which would cause the Engines or any module to be unserviceable, beyond serviceable limits or serviceable with an increased frequency of inspection or with calendar time, Flight Hour or Cycle restrictions under Manufacturer's aircraft maintenance manual. LESSEE will correct any discrepancies in accordance with the guidelines set out by Manufacturer (or Engine Manufacturer, if no Manufacturer guidelines are available) which may be discovered during such inspection.

**22.10.11** In the event the Engine historical and technical records, borescope inspection, trend monitoring and other checks specified in Article 22.10.9 result in a dispute regarding the conformity of an Engine with the requirements of this Article 22, LESSEE and LESSOR will consult with Engine Manufacturer and follow Engine Manufacturer's recommendations (including the accomplishment of an Engine test cell operational check) with regard to determining if such Engine complies with the requirements of this Article 22 and the manner in which any discrepancies from the requirements of this Article 22 will be rectified.

**22.10.12** Unless the APU is returned with [REDACTED] APU Hours consumed since the last completed medium repair to the power section, with LESSOR and/or its representatives present, LESSEE will perform an APU condition test in accordance with Manufacturer's aircraft maintenance manual and a complete hot and cold section video borescope on the APU. LESSEE will provide evidence to LESSOR's reasonable satisfaction that the APU condition

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test and borescope inspection do not reveal any condition which would cause the APU to be unserviceable, beyond serviceable limits or serviceable with an increased frequency of inspection or with calendar time, Flight Hour or Cycle restrictions. LESSEE will correct any discrepancies in accordance with the guidelines set out by the manufacturer of the APU which may be discovered during such test or inspections.

**22.11** **Part Lives.** At return, the condition of the Aircraft will be as follows:

**22.11.1** The Aircraft will have [REDACTED] Flight Hours consumed since the Return Check (excluding Flight Hours consumed on the acceptance flight).

**22.11.2** Each Engine will meet all of the following:

(a) Each Engine will have at least [REDACTED] Flight Hours remaining to operate until its next anticipated removal (based on a review of the Engine historical and technical records, borescope inspection results, power assurance run results, trend monitoring data and the other checks specified in this Article 22).

(b) Each Engine will have a remaining hot day takeoff EGT margin sufficient to permit the operation of such Engine for the Flight Hours set forth in the preceding subparagraph (based on a review of trend monitoring data).

(c) Each Part of an Engine which has a life limit will have at least [REDACTED] Cycles remaining to operate until its next removal per Engine Manufacturer's limit.

(d) Without limiting Article 12.4, if a life limited Part installed on an Engine at Delivery was replaced during the Lease Term, then the replacement life limited Part will have had, at the time of installation, no more Cycles consumed than the removed life limited Part.

**22.11.3** The APU will have at least [REDACTED] APU Hours remaining to operate until the next scheduled medium repair to the power section (including the compressor section) of the APU in accordance with the then-current Workscope Planning Guide of the APU manufacturer applicable to the APU based on the checks specified in Article 22.10.12 of the Lease.

**22.11.4** Each leg of the Landing Gear will have at least [REDACTED] remaining pursuant to the MPD until the next scheduled Overhaul or scheduled removal.

**22.11.5** Each Part of the Airframe, Engine or APU which has a hard time limit pursuant to the MPD will have at least [REDACTED] of such hard time Part's full allotment of Flight Hours and Cycles remaining to operate until its next scheduled Overhaul or scheduled removal pursuant to the MPD. However, if [REDACTED] of such hard time Part's full allotment of Flight Hours and Cycles between scheduled Overhauls or scheduled removals pursuant to the



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MPD is less than [REDACTED] Flight Hours and [REDACTED] Cycles, then such hard time Part will be returned with [REDACTED] Flight Hours and [REDACTED] Cycles since Overhaul or last removal.

**22.11.6** Each life limited Part of the Airframe or the APU will have the greater of (a) at least [REDACTED] of such life limited Part's full allotment of Flight Hours and Cycles or (b) [REDACTED] Flight Hours and [REDACTED] Cycles remaining to operate until its next scheduled replacement pursuant to the MPD (in case of an Airframe life limited Part) or the limit of the manufacturer of the APU (in case of an APU life limited Part). However, if such life limited Part's full allotment of Flight Hours and Cycles remaining to operate is less [REDACTED] Flight Hours and [REDACTED] Cycles, then such life limited Part will be returned with [REDACTED] of its total approved Flight Hours and Cycles remaining.

**22.11.7** Without limiting Article 12.4, if a life limited Part installed on the Airframe (including the Landing Gear) at Delivery was replaced during the Lease Term, then [REDACTED].

**22.11.8** Each Part which has a calendar time limit will have at least [REDACTED] remaining to operate until removal pursuant to the MPD. If a Part with a calendar time limit has a total approved calendar time remaining pursuant to the MPD of less than [REDACTED], then such Part will be returned with [REDACTED] of its total approved calendar time remaining until removal.

**22.11.9** Each Part installed on the Aircraft during the Lease Term (excluding life-limited Parts) will have total Flight Hours or total Cycles since new no greater than [REDACTED] of that of the Airframe where such a Part's total Flight Hours or total Flight Cycles can be ascertained.

**22.11.10** Each Landing Gear tire and brake will have at least [REDACTED] of its full life remaining (except for life consumed on the acceptance flight).

**22.11.11** Each half of each Thrust Reverser will be serviceable and operating within its intended limits in accordance with the Component Maintenance Manual issued by Manufacturer.

**22.11.12** LESSEE will pay to LESSOR any AD True Up Amount calculated in accordance with Section F of Schedule I.

**22.11.13** [REDACTED]

**22.12** **APU Exchange.** LESSEE may, by [REDACTED] written notice to LESSOR, elect to replace the APU at return of the Aircraft with an auxiliary power unit owned by an Affiliate of LESSOR and on lease to LESSEE in connection with a Boeing 787 aircraft or an auxiliary power unit owned and operated by LESSEE in connection with a Boeing 787-9 aircraft and in all cases meeting the requirements of this Article 22.12 (a "**Substitute APU**"), provided that such

[REDACTED] notice will not be required when the APU does not meet the requirements of Article 22 and a Substitute APU is necessary to meet such requirements.

**22.12.1** Where a proposed auxiliary power unit is owned by LESSOR or an Affiliate of LESSOR, such auxiliary power unit must meet the following criteria to qualify as a Substitute APU under this Article 22.12. The auxiliary power unit must (a) meet the requirements for the aircraft model applicability as determined by Manufacturer and APU Manufacturer; (b) meet all of the requirements of the Lease, including but not limited to the requirements of this Article 22; and (c) must be of the same or better modification status as the original APU that it is replacing.

**22.12.2** Where a proposed auxiliary power unit is owned and operated by LESSEE, such auxiliary power unit must meet the following criteria to qualify as a Substitute APU under this Article 22.12. The proposed auxiliary power unit must: (a) meet all of the requirements of the Lease, including but not limited to the requirements of this Article 22, (b) be of the same or better modification status as the APU that it is replacing; (c) have full back-to-birth trace documentation for all life limited parts and back to last repair/overhaul trace for any other serialized or hard time parts installed thereon; and (d) be free of any Security Interests. LESSOR and LESSEE will discuss in good faith variances from the requirements of this Article 22.12.2 in exchange for compensation. LESSEE may, at the time it provides notice of an auxiliary power unit substitution under this Article 22.12.2, propose that LESSOR accept title to a proposed substitute auxiliary power unit directly from a third party that is leasing such auxiliary power unit to LESSEE. LESSOR's acceptance of such proposal will be subject to completion of diligence in respect of such third party to LESSOR's reasonable satisfaction and not otherwise unreasonably withheld.

**22.12.3** LESSEE will at its own expense cooperate with LESSOR to lawfully minimize any taxes arising from an APU exchange contemplated by this Article 22.12 (including but not limited to positioning the Substitute APU or original APU in a tax-favorable jurisdiction) and to implement any necessary transfer of title or amendments to the Lease. LESSEE will reimburse LESSOR for LESSOR's reasonable out-of-pocket costs incurred in effecting an exchange under this Article 22.12. Where the Substitute APU is owned by LESSEE, LESSEE will transfer to LESSOR good and marketable title thereto, free of all Security Interests, and warrant the same to LESSOR and its successors and assigns.

**22.13** **Export and Deregistration of Aircraft.** At LESSOR's request, LESSEE at its cost will (a) provide an Export Certificate of Airworthiness or its equivalent from the State of Registration and any other necessary documentation so that the Aircraft can be exported to the country designated by LESSOR, (b) assist with deregistration of the Aircraft from the register of aircraft in the State of Registration, (c) assist with arranging for prompt confirmation of such deregistration to be sent by the registry in the State of Registration to the next country of registration, (d) provide Lessor with certified copies of any customs declaration, waiver, certificate, release or equivalent evidencing the full payment of any duties due by LESSEE to the customs authorities in the State of Registration or the Habitual Base or any other applicable

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jurisdiction, (e) provide evidence issued by the Aviation Authority that the Aircraft has been removed from the Air Operator Certificate and concession of LESSEE, and (f) perform any other acts reasonably required by LESSOR in connection with the foregoing. If any Aircraft work which LESSEE is not otherwise required to perform hereunder, including engineering, is required in order to obtain such Export Certificate of Airworthiness, LESSEE will perform such work and LESSOR will reimburse LESSEE for such work at LESSEE's out-of-pocket and unburdened labor and material costs.

**22.14** **Delay in Return of Aircraft Due to LESSOR Work Requests.** LESSEE will not be required to pay Base Rent to LESSOR for any whole days that return of the Aircraft to LESSOR is delayed solely as a result of LESSOR's requests that additional work be performed over and above the work necessary to place the Aircraft in the condition required by this Article 22, including for avoidance of doubt work performed pursuant to Articles 22.8.3 and 22.10.1.

**22.15** **LESSEE's Continuing Obligations.** In the event that LESSEE does not return the Aircraft to LESSOR on the Expiration Date and in the condition required by this Article 22 [REDACTED]:

**22.15.1** the obligations of LESSEE under this Lease will continue in full force and effect on a day to day basis until such return. This will not be considered a waiver of LESSEE's Event of Default or any right of LESSOR hereunder.

**22.15.2** Until such return, the Agreed Value will be an amount equal to the Agreed Value on the day the Aircraft should have been returned to LESSOR pursuant to this Lease.

**22.15.3** Without limiting LESSOR's rights and remedies under Article 24 and except for a delay in return of the Aircraft for the reason set forth in Article 22.14, until such time as the Aircraft is returned to LESSOR and put into the condition required by this Article 22, LESSEE will continue to pay the Base Rent specified in Article 5.3 for each day from the Expiration Date until and including the earlier of the Termination Date or the day that is [REDACTED] after the Expiration Date. Commencing on the day that is [REDACTED] after the Expiration Date, instead of paying the Base Rent specified in Article 5.3, LESSEE will pay [REDACTED]x the amount of the Base Rent in effect on the Expiration Date for each day from the day immediately following the day that is [REDACTED] after the Expiration Date until and including the Termination Date. In determining the applicable Base Rent per day for purposes of this calculation, the Base Rent payable under Article 5.3.1 in respect of the month of the Lease Term in which the Expiration Date occurs will be prorated based on the actual number of days in the applicable month following the Expiration Date. Payment will be made upon presentation of LESSOR's invoice.

**22.15.4** LESSOR may elect, in its sole and absolute discretion, to accept the return of the Aircraft prior to the Aircraft being put in the condition required by this Article 22 and thereafter have any such non conformance corrected [REDACTED]. Any direct expenses incurred by LESSOR for such correction will be payable by LESSEE within [REDACTED]

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following the submission of a written statement by LESSOR to LESSEE, identifying the items corrected and setting forth the expense of such corrections. LESSEE's obligation to pay such amounts will survive the Termination Date.

**22.16**                    **Airport and Navigation Charges.** LESSEE will ensure that at return of the Aircraft any and all airport, navigation and other charges which give rise or may if unpaid give rise to any lien, right of detention, right of sale or other Security Interest in relation to the Aircraft, Engine, APU or any Part have been paid and discharged in full and will at LESSOR's request produce evidence thereof satisfactory to LESSOR.

**22.17**                    **Return Acceptance Receipt.** Upon return of the Aircraft in accordance with the terms of this Lease, LESSEE will prepare and execute two Return Acceptance Receipts in the form and substance of Exhibit K and LESSOR will countersign and return one such Return Acceptance Receipt to LESSEE, such counter-signature not be unreasonably withheld. In addition, LESSEE and LESSOR will execute a termination agreement (or similar document or certificate) for filing with the Aviation Authority or any other applicable Government Entity to obtain the deregistration of the Aircraft from the State of Registration and evidencing the termination of the leasing of the Aircraft in a form reasonably satisfactory to LESSOR and LESSEE. For avoidance of doubt, LESSEE's obligation to pay Base Rent (and if applicable any increased Base Rent due under Article 22.15.3) will terminate on [REDACTED].

**22.18**                    **Indemnities and Insurance.** The indemnities and insurance requirements set forth in Article 16 and Article 17, respectively, will apply to Indemnitees and LESSOR's representatives during return of the Aircraft, including the ground inspection and acceptance flight. With respect to the acceptance flight, LESSOR's representatives will receive the same protections as LESSOR on LESSEE's Aviation and Airline General Third Party Liability Insurance.

**22.19**                    **Storage.** At LESSOR's request, LESSEE will continue to lease the Aircraft under this Lease for a period not to exceed [REDACTED]. During this period, LESSEE will have no obligations under this Lease except, at LESSOR's cost, to park and store the Aircraft in accordance with Manufacturer's recommended short term storage program at one of LESSEE's principal maintenance facilities (or such other location as LESSOR and LESSEE may agree) and to maintain all insurance on the Aircraft. LESSEE will not utilize the Aircraft for any reason during this period.

**22.20**                    **Ferry Flight.** LESSOR may require LESSEE to operate a ferry flight of the Aircraft at the time of return to a location other than the location set forth in Article 22.4. If the Aircraft is not at the location set forth in Article 22.4 at the time that LESSOR advises LESSEE of the need for such ferry flight, [REDACTED].

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### **SCHEDULE 3**

#### **NEW ARTICLE 22A (END OF LEASE PAYMENTS)**

#### **ARTICLE 22A – END OF LEASE PAYMENTS**

##### **22A.1 End of Lease Payment Calculation.**

At Redelivery of the Aircraft, LESSEE will owe to LESSOR a payment in respect of LESSEE's utilization of the Aircraft calculated as follows. LESSEE will make any payment due under Article 22.2 and this Article 22A at redelivery of the Aircraft to LESSOR as additional Rent and otherwise in accordance with Article 5 of the Lease.

##### **22A.2 Definitions.** The following words have the meanings indicated in this Article 22A.

**"Maintenance Component"** means (a) the Airframe, (b) each Engine module, (c) each Engine life-limited Part (d) the APU, and (e) each leg of the Landing Gear.

**"Heavy Maintenance Event"** means, (a) in respect of the Airframe, the Airframe Major Check, (b) in respect of an Engine module, a Module Performance Restoration, (c) in respect of the APU, a medium repair to the power section of the APU in accordance with the then-current APU manufacturer's Workscope Planning Guide applicable to the APU, and (d) in respect of a leg of the Landing Gear, an Overhaul.

**"Petition Date Condition"** means, with respect to a Maintenance Component, the number of calendar months, Flight Hours or Cycles (as applicable) consumed on such Maintenance Component since completion of the last Heavy Maintenance Event (or since new if no Heavy Maintenance Event has been completed) on the date that LESSEE's bankruptcy proceeding commenced, as set forth in Schedule 1 to Amendment #04 to the Lease.

**"Redelivery Condition"** means, with respect to a Maintenance Component, the number of calendar months, Flight Hours or Cycles (as applicable) consumed on such Maintenance Component since completion of the last Heavy Maintenance Event (or since new if no Heavy Maintenance Event has been completed), as of the date of redelivery of the Aircraft to LESSOR.

**"Maintenance Event Unit Cost"** means each of the following.

- (a) In respect of the Airframe Major Check, the quotient obtained by dividing (i) [REDACTED] by (ii) [REDACTED]. For avoidance of doubt, [REDACTED].
- (b) In respect of an Engine module, the product of (i) [REDACTED], multiplied by (ii) [REDACTED].

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- (c) In respect of a life-limited Part installed on an Engine, the quotient obtained by dividing (i) [REDACTED] by (ii) [REDACTED].
- (d) In respect of the APU, the quotient of (i) [REDACTED], divided by (ii) [REDACTED].
- (e) In respect of each leg of the Landing Gear, the quotient obtained by dividing (i) [REDACTED] by (ii) [REDACTED].

22A.3 Calculation of Payments and Credits. At redelivery of the Aircraft, LESSOR and LESSEE will compare each Petition Date Condition and Redelivery Condition for each Maintenance Component and make the following calculations.

- (a) For any Maintenance Component where the Redelivery Condition is less than the corresponding Petition Date Condition, then LESSEE will owe LESSOR an amount equal to the product of the difference multiplied by the applicable Maintenance Event Unit Cost (each, a "**Maintenance Redelivery Payment**").
- (b) For any Maintenance Component where a Redelivery Condition is greater than the corresponding Petition Date Condition, then LESSEE is entitled to a non-refundable credit in an amount equal to the product of the difference multiplied by the applicable Maintenance Event Unit Cost (each, a "**Maintenance Redelivery Credit**").
- (c) The Maintenance Redelivery Payments will be added and the Maintenance Redelivery Credits set off against such sum. If the resulting amount is positive, then LESSEE will pay such amount to LESSOR at redelivery of the Aircraft. If the resulting amount is zero or negative, then neither LESSOR nor LESSEE will owe the other any amount under this Article 22A.

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**SCHEDULE 4**

**FORM OF APPROVAL ORDER**

**Annex 6**

**Lease Amendment (TBD)**



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**AMENDMENT #01 TO AIRCRAFT LEASE AGREEMENT**  
(Boeing 787-9, MSN TBD, Mexican Registration Mark TBD)

THIS AMENDMENT #01 TO AIRCRAFT LEASE AGREEMENT dated as of \_\_\_\_\_, 2021 (this "**Amendment**") is entered into between WILMINGTON TRUST SP SERVICES (DUBLIN) LIMITED, acting not in its individual capacity, but solely as trustee pursuant to the Declaration of Trust in respect of the Aircraft 78B-010856X (Ireland) Trust ("**LESSOR**") and AEROVÍAS DE MÉXICO, S.A. DE C.V. ("**LESSEE**") in light of the following facts:

**RECITALS**

A. LESSOR and LESSEE have previously entered into that certain Aircraft Lease Agreement dated as of February 7, 2020 (as the same may be amended, supplemented or otherwise modified from time to time in accordance with its provisions, the "**Lease**"), pursuant to which LESSOR has agreed to lease to LESSEE one Boeing 787-9 aircraft bearing manufacturer's serial number TBD with two General Electric GEnX-1B74/75 engines.

B. On the terms and conditions contained herein, LESSEE and LESSOR have agreed to amend the Lease as provided below.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth below and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), LESSOR and LESSEE hereby agree as follows:

**AGREEMENT**

1. Defined Terms.

- a. Any and all initially capitalized terms not otherwise defined herein have the meanings given to them in the Lease. Unless the context requires otherwise, any reference to the plural includes the singular, the singular includes the plural, the part includes the whole and the terms "including" or "includes" are not limiting.
- b. Except where the context otherwise requires, the following words have the following meanings for all purposes in this Amendment and the Lease.

"AerCap Transactions" means the lease transaction for each of the following aircraft: [REDACTED].

"Agreed Claim Amount" shall have the meaning ascribed to such term in paragraph 14.a.

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**"Approval Order"** means the Bankruptcy Court's order in the form agreed to by the parties and attached as Schedule 3 hereto.

**"Bankruptcy Cases"** means the Chapter 11 cases and proceedings initially filed by Lessee and its Affiliates on June 30, 2020 under the lead case no. 20-11563 with the Bankruptcy Court and all affiliated and associated filings and proceedings in any other court or jurisdiction relating to such cases.

**"Bankruptcy Court"** means the United States Bankruptcy Court for the Southern District of New York.

**"Effective Date"** shall have the meaning ascribed to such term in paragraph 15 below.

**"Other Lease Agreements"** means collectively, the [REDACTED] existing aircraft lease agreements, as amended on or about the date hereof each between an Affiliate of LESSOR, as lessor, and LESSEE, as lessee, in respect of the following [REDACTED] aircraft: [REDACTED], in each case together with the related engines, parts, equipment, and appurtenances and the associated records and documentation.

**"Rejection Event"** is defined in paragraph 16.b. hereof.

**"U.S. Bankruptcy Code"** means title 11 of the United States Code.

c. Modification to Existing Defined Terms. Article 2 of the Lease is hereby amended by deleting the existing text associated with the words listed below and inserting in its place the new text listed below.

**"Airframe Major Check"** means all "12-year" tasks together with all lower tasks that are required to clear the Aircraft for the next [REDACTED] of operation all to be completed pursuant to the MPD together with the rectification of any deficiencies resulting from the findings thereof.

**"Financial Indebtedness"** means any indebtedness in respect of (a) moneys borrowed or raised, (b) any liability under any debenture, guaranty, bond, note, loan stock, acceptance, documentary credit or other security, (c) the acquisition cost of any asset to the extent payable before or after the time of acquisition or possession (not being indebtedness in respect of the purchase of goods or services in the ordinary course of trading, payment of which is deferred for a period of not greater than 30 days) or (d) any guarantee, indemnity, or similar assurance against financial loss of any Person in respect of the foregoing.

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2. Extension Option.
  - a. Any existing Extension Option in the Lease is hereby terminated.
  - b. So long as no Event of Default has occurred and is continuing under the Lease on the date of exercise of an option or on the commencement date of the extension lease term with respect to such option, LESSEE will have one option to extend the term of leasing of the Aircraft for a period of [REDACTED] (such period the "**First Extension Period**"). LESSEE may exercise this option by providing LESSOR with written notice of its election [REDACTED] no less than [REDACTED] prior to the then-current Expiration Date. Such notice, when given, will be irrevocable.
3. Cancellation for Delay. Article 3.6 of the Lease is hereby amended by deleting the existing text "[REDACTED]" wherever it may appear and inserting in its place the new text "[REDACTED]".
4. Security Deposit. The agreements of the parties in respect of the Security Deposit are set forth in section 1 of Schedule I hereto.
5. Base Rent. The agreements of the parties in respect of Base Rent are set forth in section 2 of Schedule I hereto.
6. Specific Engine Requirements.
  - a. The Lease is hereby amended by deleting the existing text of Article 12.2.3(b) in its place the following new text:

"(b) perform, at a minimum, a workscope sufficient to build the Engine to an interval equal to such Engine's full operating interval, as determined in accordance with the recommendations of the Engine Manufacturer."
  - b. The Lease is hereby amended by deleting the existing text of Article 12.2.5 in its place inserting the following new text:

"12.2.5 LESSEE may enter into any engine maintenance agreement with Engine Manufacturer without LESSOR's prior consent, provided that such agreement (i) does not charge LESSEE on a power by the hour basis (other than the monthly administrative fee or "popular rate" that the Engine Manufacturer may charge in accordance with its customary procedures), and (ii) does not permit the Engine Manufacturer to place a Security Interest on an Engine for any reason other than amounts owed by LESSEE for work performed on that

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Engine. Except as set forth in the immediately preceding sentence, LESSEE will not enter into any engine maintenance cost per flight hour, power by the hour or similar agreement with Engine Manufacturer or any other engine maintenance facility without LESSOR's prior written consent. LESSOR and LESSEE acknowledge that nothing in this Article 12.2.5 or LESSOR's approval of any proposed engine maintenance cost per hour or similar agreement will vary LESSEE's obligations under Articles 12 or 22 of the Lease."

7. Replacement of Parts. The Lease is hereby amended by deleting the existing text of Article 12.4.2 and inserting in its place the following new text:

"12.4.2 [REDACTED]"

8. [REDACTED]

9. Registration of Aircraft. The Lease is hereby amended by deleting the existing text of Article 13.2(i) and inserting in its place the following new text:

"(i) register and maintain or procure the registration of the Aircraft in the name of Owner as owner of the Aircraft and LESSOR as lessor of the Aircraft under this Lease at the register of aircraft maintained by the Aviation Authority and"

10. Redelivery Conditions. The Lease is hereby amended by deleting the existing text of Article 22 (Return of Aircraft) and inserting in its place the new text set forth in Schedule 2 hereto.

11. Events of Default. LESSOR and LESSEE agree that, (a) notwithstanding anything to the contrary in the Lease, from and after the Effective Date, the existence and continuation of the Bankruptcy Cases will not be considered an Event of Default pursuant to [REDACTED] of the Lease, (b) LESSOR hereby agrees that no Event of Default shall arise or exist under [REDACTED], whether before or after the Effective Date, as a result of [REDACTED], and (c) LESSOR hereby waives any Event of Default under [REDACTED] that may exist on the Effective Date and that arises from [REDACTED].

12. Confidentiality. The Lease is hereby amended by deleting the entirety of the text of Article 27.9 (*Confidentiality*) and inserting in its place the following new text:

"The Operative Documents and all non-public information obtained by either party about the other are confidential and are between LESSOR and LESSEE only and will not be disclosed by a party to third parties (other than to any Servicer, to such party's auditors, shareholders and professional advisors, to Indemnitees and Tax

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Indemnitees, as required in connection with any filings of this Lease in accordance with Article 13, in connection with LESSOR's potential sale or financing of the Aircraft or assignment of this Lease, as required for enforcement by either party of its rights and remedies with respect to this Lease or as required by applicable Law) without the prior written consent of the other party. If any disclosure will result in an Operative Document becoming publicly available, LESSEE and LESSOR will cooperate with one another to obtain confidential treatment as to the commercial terms and other material terms and provisions of such Operative Document. Notwithstanding the foregoing, LESSEE may disclose this Lease (i) as may be required to obtain the Bankruptcy Court's approval of this Lease; or (ii) to the U.S. Trustee in the Bankruptcy Cases, the Unsecured Creditors Committee in the Bankruptcy Cases, the Ad Hoc Bondholders Group in the Bankruptcy Cases, or the entities providing Debtor-in-possession financing to LESSEE in the Bankruptcy Cases, in all cases subject to LESSEE's taking reasonable steps to require or request that such Persons maintain the Lease as confidential. The obligations of LESSOR and LESSEE under this Article 27.9 will survive the Termination Date."

13. Termination of Side Letter #02. LESSOR and LESSEE agree that that certain Side Letter #02 to Aircraft Lease Agreement (787-9, MSN TBD) dated as of February 7, 2020 between LESSOR and LESSEE in respect of the Aircraft is hereby terminated and without further force effect. Neither LESSOR nor LESSEE shall have further obligation to the other under such Side Letter.

14. LESSOR and Beneficial Owner's Unsecured Claims.

a. AerCap's Claims; Allowance. LESSEE and LESSOR agree that LESSOR and Affiliates of LESSOR shall have an allowed non-priority general unsecured claim in the aggregate amount of \$210,867,000 against LESSEE in full and final satisfaction of all asserted pre-petition claims in respect of all the AerCap Transactions (the "**Agreed Claim Amount**"). Upon the entry of the Approval Order, the Agreed Claim Amount shall not be (either directly or indirectly) (y) subject to any challenge, objection, reduction, subordination, counterclaim or offset for any reason and (z) subject to any objection, subordination, avoidance or recovery actions under Sections 502(d), 510, 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code. Any chapter 11 plan of reorganization filed by LESSEE in the Bankruptcy Cases shall afford such claims treatment that is no worse than the treatment given to the non-priority unsecured claims of any other aircraft or engine lessor whose claims run solely against LESSEE. LESSEE and LESSOR agree to cooperate for the approval of the Allowed Claim Amount by the Unsecured Creditors Committee and any other relevant constituencies in respect thereof, in each case, promptly after the date hereof.

b. No Limitation on Rights and Remedies. Except to the extent otherwise provided

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herein, this Amendment does not limit or affect the rights, remedies, or claims of LESSOR, if any, under other provisions of the U.S. Bankruptcy Code, subject to all rights, defenses, and objections of LESSOR, LESSEE and any other party in interest.

15. Conditions Precedent. This Amendment shall become effective on the date (the "**Effective Date**") on which all of the following conditions precedent have been fulfilled:

- a. LESSEE and LESSOR shall have duly executed and delivered this Amendment.
- b. LESSEE shall have filed a motion with the Bankruptcy Court in connection with the Bankruptcy Cases within five (5) Business Days of the date of this Amendment seeking entry and approval of the Approval Order.
- c. The Bankruptcy Court shall have entered the Approval Order authorizing LESSEE to assume the Lease (for the avoidance of doubt, as modified by this Amendment) pursuant to section 365 of the U.S. Bankruptcy Code.
- d. The Other Lease Agreements shall have been assumed by LESSEE pursuant to the Approval Order.
- e. LESSEE shall have filed a motion with the Bankruptcy Court in connection with the Bankruptcy Cases within five (5) Business Days of the date of this Amendment seeking approval of an amended stipulation (in a form to be agreed between the parties thereto) in respect of the Aircraft Lease Agreement dated as of June 23, 2006 (as the same may be amended, assigned, supplemented or otherwise modified from time to time in accordance with its provisions, the "**MSN [REDACTED] Lease Agreement**") between Wilmington Trust Company, not in its individual capacity but solely as owner trustee for [REDACTED] (Delaware) Trust, as lessor, and Seller, as lessee, in respect of one Boeing 787-8 aircraft bearing manufacturer's serial number [REDACTED], which amended stipulation shall provide, among other things, that [REDACTED].

16. Bankruptcy Related Matters.

- a. Plan Treatment of this Amendment. Subject to no Rejection Event having occurred, any plan of reorganization filed by LESSEE shall reaffirm the Effective Date, the approval of this Amendment and the assumption of the Lease (as modified by this Amendment). For the avoidance of doubt, the Effective Date hereunder shall occur before a plan of reorganization for LESSEE is filed and confirmed, and notwithstanding that a plan of reorganization for LESSEE shall occur after the Effective Date hereunder, this Amendment shall become fully effective on the Effective Date (subject to a Rejection Event).

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- b. Rejection due to Failure to Emerge from Chapter 11. Notwithstanding anything in this Amendment to the contrary, in the event (i) prior to the consummation of a Chapter 11 plan of reorganization, LESSEE announces that it has permanently discontinued all scheduled passenger service, (ii) LESSEE's current Bankruptcy Cases are dismissed or converted to a case under chapter 7 of the U.S. Bankruptcy Code, or (iii) LESSEE fails to achieve the effective date of a chapter 11 plan of reorganization (where each of (i) through (iii) shall constitute a "**Rejection Event**"), either LESSEE or LESSOR may terminate this Amendment and the Other Lease Agreements without further order of the Bankruptcy Court. Upon any such rejection, in addition to the claims allowed as set forth above in paragraph 14 hereof, LESSOR may assert any other damages arising from such rejection as a general unsecured claim against the applicable Debtors. Additionally, to the extent the Lease is rejected, LESSEE shall comply with the provisions of the PBH Stipulation relating to such rejection.

17. Undertakings of LESSEE. Promptly after the Effective Date, LESSEE undertakes to complete the following:

- a. LESSEE will register this Amendment as required by Article 13.2 of the Lease provided that (i) LESSEE will have provided to LESSOR a copy in electronic format of the Spanish translation of this Amendment for purposes of review and approval of LESSOR prior to registration, such review and approval to not cause undue delay, and, (ii) upon filing of this Amendment for purposes of registration before the Aviation Authority, provide to LESSOR an electronic copy of the Spanish translation of this Amendment certified by an approved translator authorized by the Superior Tribunal of Justice of the Federal District of Mexico or by the Council of the Federal Judicature.
- b. LESSEE will consent to a PUE authorization in favor of LESSOR's Mexican Counsel to register the International Interest constituted by this Amendment pursuant to Article 13.3 of the Lease.

18. Miscellaneous.

A. Counterparts. This Amendment may be executed in any number of identical counterparts, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument.

B. Delivery by Fax or E-Mail. Delivery of an executed counterpart of this Amendment by fax or e-mail will be deemed as effective as delivery of an originally executed counterpart. Any party delivering an executed counterpart of this Amendment will also deliver an

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originally executed counterpart, but the failure of any party to deliver an originally executed counterpart of this Amendment will not affect the validity or effectiveness of this Amendment.

C. Confidentiality. The provisions of the Lease with respect to confidentiality are incorporated in this Amendment by this reference as if such provisions were set forth herein, *mutatis mutandis*.

D. Governing Law and Jurisdiction. The provisions of Articles 26 (Governing Law and Jurisdiction) and 27 (Miscellaneous) of the Lease will apply to this Amendment as if set out in full herein, *mutatis mutandis*.

E. No Other Amendments; Entire Agreement. Except as expressly modified by this Amendment, all of the terms and conditions of the Lease and its subsequent amendments remain unchanged and are in full force and effect. This Amendment, together with the Lease, constitutes the entire agreement between LESSOR and LESSEE concerning the matters set forth herein and supersedes and cancels all prior letters, agreements and correspondence with respect thereto.

F. Operative Document. This Amendment is an Operative Document.

G. Costs and Expenses. Each party will bear its own costs and expenses in connection with the preparation, negotiation and execution of this Amendment.

[SIGNATURE PAGE FOLLOWS]



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IN WITNESS WHEREOF, the parties hereto have executed this Amendment on  
the date first set forth hereinabove.

WILMINGTON TRUST SP SERVICES  
(DUBLIN) LIMITED, acting not in its  
individual capacity, but solely as trustee  
pursuant to the Declaration of Trust in  
respect of the Aircraft 78B-010856X  
(Ireland) Trust

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

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## SCHEDULE I – ECONOMIC TERMS

For avoidance of doubt, provisions of the existing Schedule I to the Lease not inconsistent with the agreements set forth in this Schedule I remain in full force and effect.

1. **Security Deposit.**

a. [REDACTED]

b. [REDACTED]

2. **Base Rent.** Notwithstanding anything to the contrary in the Lease, LESSEE will pay LESSOR Base Rent in respect of the Aircraft in accordance with the following.

- a. The words "**PBH Period**" wherever appearing in this Amendment mean the period commencing on and including the Effective Date and ending on the earlier of (i) [REDACTED], and (ii) the date on which LESSEE's Average Monthly Utilization for each of the preceding [REDACTED] is equal to or greater than the historic average monthly utilization for LESSEE's 787-9 fleet for the corresponding month in 2019 set forth in Attachment A to this Schedule I.

The "**Average Monthly Utilization**" for a particular calendar month means the quotient of (i) the total flight hours operated by all 787-9 aircraft in LESSEE's fleet during such calendar month, divided by (ii) the number of 787-9 aircraft operated by LESSEE or which LESSEE has committed to operate in the future as of the date that the Bankruptcy Court confirms LESSEE's plan of reorganization.

- b. During the PBH Period, LESSEE will pay to LESSOR power-by the hour Rent for each calendar month or portion thereof monthly in arrears and calculated as follows ("PBH Rent").

PBH Rent will be calculated based on the individual utilization of the Airframe and each Engine (each, a "**PBH Component**") in accordance with the following formula, [REDACTED].

$$W = (A(\text{airframe}) * B(\text{airframe})) + (A(\text{engine 1}) * B(\text{engine 1})) + (A(\text{engine 2}) * B(\text{engine 2}))$$

where:

W is the PBH Rent due for such calendar month;

A(airframe), A(engine 1) and A(engine 2) is the respective utilization of the

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Airframe and each Engine in a given calendar month, expressed in Flight Hours

B(airframe) is equal to [REDACTED];

B(engine 1) is equal to [REDACTED]; and

B(engine 2) is equal to [REDACTED].

For each calendar month (or part thereof) during the PBH Period, LESSEE will provide a utilization report to LESSOR by the 15th day of the immediately succeeding calendar month and make a payment of the PBH Rent by the later of (x) the 20th day of such calendar month and (y) three Business Days after receiving Lessor's invoice in respect of the PBH Rent.

- c. Following the last day of the PBH Period (the "**Transition Date**") and during the remainder of the Lease Term (not including the First Extension Period, if any), Base Rent shall be paid monthly in advance in a fixed amount equal to [REDACTED] per month (the "**Fixed Rent**"). The first payment of Fixed Rent shall be due on the tenth (10th) day after the Transition Date and shall cover the period between the Transition Date and the 16th day of the calendar month in which the Transition Date occurred (or if the Transition Date occurred after the 16th day of a calendar month, until the 16th day of the immediately succeeding calendar month) and each subsequent payment of Fixed Rent will be due on the 16th day of each calendar month thereafter (each, a "**Fixed Rent Payment Date**") and otherwise in accordance with Article 5 of the Lease. For the avoidance of doubt, (i) the Fixed Rent amount will be prorated if paid in respect of a period shorter than a full calendar month and (ii) the words "Base Rent" whenever used in the Lease will be construed to include PBH Rent and/or Fixed Rent as applicable.
- d. During the First Extension Period (if any), LESSEE will pay to LESSOR Base Rent for each Lease Term month (or portion thereof) determined as follows.

[REDACTED]

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**ATTACHMENT A TO SCHEDULE I**  
**2019 Monthly Average Utilization for LESSEE's 787-9 Fleet**

<b>Calendar Month in 2019</b>	<b>2019 Monthly Average Utilization (Flight Hours)</b>
January	447.13
February	409.95
March	451.93
April	432.07
May	450.53
June	442.73
July	456.58
August	448.25
September	438.85
October	446.33
November	430.68
December	463.18

**SCHEDULE 2**  
**REPLACEMENT ARTICLE 22 (RETURN OF AIRCRAFT)**

**ARTICLE 22 RETURN OF AIRCRAFT**

**22.1 Date of Return.** LESSEE will return the Aircraft, Engines, APU, Parts and Aircraft Documentation to LESSOR on the Expiration Date, unless a Total Loss of the Aircraft occurred prior to the Expiration Date and the leasing of the Aircraft under this Lease was terminated early in accordance with Article 18.3. If an Event of Default occurs hereunder by LESSEE failing to return the Aircraft on the Expiration Date or if an Event of Default occurs prior to or after the Expiration Date and LESSOR repossesses the Aircraft, the return requirements set forth in this Article 22 nonetheless must be met on the date the Aircraft is actually returned to LESSOR or repossessed by LESSOR.

**22.2 Payments from LESSEE.** No later than [REDACTED] prior to the Expiration Date, LESSEE will provide LESSOR with an estimate of the total amount to be paid by LESSEE pursuant to Article 22A and will supply LESSOR with supporting data. LESSEE and LESSOR will discuss LESSEE's estimate and mutually agree upon an estimated amount. Immediately prior to return, LESSEE and LESSOR will recalculate the total amount actually owed by LESSEE to LESSOR pursuant to Article 22A and LESSEE will pay such amount due prior to return of the Aircraft. LESSEE will not be obligated to pay Base Rent in respect of any period after the date on which the Aircraft complies with the conditions set forth in this Article 22 (Return of Aircraft), [REDACTED].

**22.3 Technical Report.** No later than [REDACTED] prior to the Expiration Date (and in an updated form at return of the Aircraft), LESSEE will provide LESSOR with a Technical Evaluation Report and, in addition upon LESSOR's request, will make copies available of (a) drawings of the interior configuration of the Aircraft both as it presently exists and as it will exist at return, (b) an Airworthiness Directive status list, (c) a service bulletin incorporation list, (d) rotatable tracked, hard time and life limited component listings, (e) a list of modifications, alterations and repairs, (f) interior material burn certificates, (g) the Maintenance Program, (h) the complete worksopes for the checks, inspections and other work to be performed prior to return, (i) a forecast of the checks, inspections and other work to be performed within the clearance period after return of the Aircraft as set forth in the definition of "Return Check", (j) a list of all no charge service bulletin kits with respect to the Aircraft which were ordered by LESSEE from Manufacturer or Engine Manufacturer, (k) current Engine disk sheets, (l) last Engine shop visit reports, (m) takeoff and cruise trend reports for the last 12 months, (n) a report of total flights for each route (by city pair) on which each Engine was operated for the 12 months prior to the date on which LESSEE provides such report to LESSOR, (o) an Engine Redelivery Report furnished with respect to each Engine by the Engine Manufacturer and (p) any other data which is reasonably requested by LESSOR. For avoidance of doubt, the delivery of the Technical Evaluation Report by LESSEE will not limit or otherwise prejudice LESSOR's right to inspect the Aircraft pursuant to Article 12.13.

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**22.4** **Return Location.** LESSEE at its expense will return the Aircraft, Engines, APU, Parts and Aircraft Documentation to LESSOR at [REDACTED]. LESSOR and LESSEE agree to cooperate reasonably in selecting a redelivery location so as to lawfully reduce or eliminate any taxes or Taxes arising from return of the Aircraft.

**22.5** **Full Aircraft Documentation Review.** For the period commencing at least [REDACTED] prior to the proposed return date and continuing until the date on which the Aircraft is returned to LESSOR in the condition required by this Lease, LESSEE will provide for the review of LESSOR or its representatives all of the Aircraft records and historical documents described in Exhibit M together with the original of the Aircraft Certificate of Registration issued by the Mexican Aeronautic Registry and a copy of the importation document (pedimento de importación) issued by the Customs Authority of Mexico, in one central room with access to telephone, photocopy, fax and internet connections at the Aircraft return location. At the commencement of such period, any such Aircraft records and historical documents that have been maintained in an Electronic Records Format will be provided to LESSOR in CD format or other electronic format acceptable to LESSOR, and LESSOR or its representatives will be able to electronically access and download any such Aircraft records or historical documents from such time until the return of the Aircraft to LESSOR.

**22.6** **Maintenance Policies and Procedures Manuals.** At return of the Aircraft and at LESSOR's request for the purposes of bridging and demonstrating to the next operator and its aviation authority how the Aircraft has been maintained, LESSEE will provide LESSOR with copies of its Maintenance Program (together with cross-references to each applicable MPD task), general maintenance manual, general policies and procedures manual, or their equivalents, and any other related controlled documentation which affects the Aircraft. Recognizing that LESSEE's maintenance policies and procedures manuals are proprietary to LESSEE, LESSOR agrees that they will be only utilized as set forth in Article 12.12 and this Article 22.6.

**22.7** **Aircraft Inspection.**

**22.7.1** During the maintenance checks performed prior to the proposed return date and at the actual return of the Aircraft, LESSOR or its representatives will have an opportunity to observe functional and operational system checks, perform a visual inspection of the Aircraft (taking into account the Aircraft type, age, use and other known factors with respect to the Aircraft) and perform a full inspection of the Aircraft Documentation (including records and manuals), all to LESSOR's satisfaction, it being understood that any inspection by LESSOR, its authorized agents or representatives during a "C" or equivalent check will be carried out on a timeline consistent with the work schedule and will not require the opening of panels not required to be opened by the workscope for such check. Any deficiencies from the Aircraft return condition requirements set forth in this Article 22 will be corrected by LESSEE at its cost prior to return of the Aircraft.

**22.7.2** Following the performance of the Return Check (pursuant to Article 22.10.1) and immediately prior to the video borescope (pursuant to Article 22.10.6) and the return of

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the Aircraft to LESSOR, LESSEE will carry out for LESSOR and/or LESSOR's representatives an Aircraft acceptance flight which will be for not less than one hour and not more than two hours in which standard revenue flight profiles are demonstrated. Flight costs and fuel will be furnished by and at the expense of LESSEE. Any deficiencies from the Aircraft return condition requirements set forth in this Article 22 will be corrected by LESSEE at its cost prior to return of the Aircraft.

**22.8** **Certificate of Airworthiness Matters.** The Aircraft will possess a current Certificate of Airworthiness issued by the Aviation Authority (although this Certificate of Airworthiness may later be replaced by an Export Certificate of Airworthiness or equivalent if requested by LESSOR pursuant to Article 22.13). In addition, even if LESSEE must perform engineering, maintenance and repair work on the Aircraft beyond the requirements of Article 12, the Aircraft at return must be in the condition required in order to meet the requirements for issuance of a U.S. Standard Certificate of Airworthiness for transport category aircraft issued by the FAA in accordance with FAR Part 21 and, in addition, to meet the operating requirements of FAR Part 121 (as in effect on the Delivery Date).

**22.8.2** At LESSOR's request, LESSEE at its cost will demonstrate that the Aircraft meets the requirements for issuance of a U.S. Standard Certificate of Airworthiness for transport category aircraft specified in Article 22.8.1 by delivering to LESSOR at LESSOR's option either an actual U.S. Standard Certificate of Airworthiness (if the Aircraft is to be registered in the U.S.) or a letter acceptable to LESSOR signed by an FAA Designated Airworthiness Representative (DAR) or another Person acceptable to LESSOR stating that the DAR or such Person has inspected the Aircraft and Aircraft Documentation (including records and manuals) and has found that the Aircraft meets the requirements for issuance of a U.S. Standard Certificate of Airworthiness for transport category aircraft in accordance with FAR Part 21 and, in addition, meets the operating requirements of FAR Part 121.

**22.8.3** If the Aircraft is to be registered in a country other than the U.S. after return from LESSEE, LESSOR may in its sole discretion waive the requirements of Article 22.8.2 and instead require that LESSEE at its expense (to the extent such expense is no greater than that which LESSEE would have incurred pursuant to Articles 22.8.1 and 22.8.2, with any additional expenses being for LESSOR's account) put the Aircraft in a condition to meet the requirements for issuance of a Certificate of Airworthiness of the aviation authority of the next country of register, it being understood that LESSOR will define any such requirements and provide LESSEE with the required workscope and parts.

**22.9** **General Condition of Aircraft at Return.**

**22.9.1** The Aircraft, Engines, APU and Parts will have been maintained and repaired in accordance with the Maintenance Program, the rules and regulations of the Aviation Authority and this Lease.

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**22.9.2** If any Part installed on the Airframe, any Engine or the APU at return was not installed at Delivery, then such Part will have met the requirements of Articles 12.3.9 and 12.4.1 at the time of installation.

**22.9.3** The requirements of Articles **Error! Reference source not found.** and **Error! Reference source not found.** will have been met with respect to the installation of OEM Parts during the Lease Term.

**22.9.4** Aircraft Documentation (including records and manuals) will have been maintained in English (except for the cabin rectification log book which may be maintained and returned in Spanish, provided that upon [REDACTED] written notice from LESSOR, LESSEE will translate the same into English if required by the next operator of the Aircraft), in an Electronic Records Format and in an up to date status, all in accordance with the rules and regulations of the Aviation Authority and this Lease and in a form necessary in order to meet the requirements of Article 22.8.1. The records and historical documents set forth in Exhibit M will be in English. If LESSEE subscribes to Manufacturer's on line data access services, LESSEE must nonetheless return the Aircraft manuals with all current revisions provided by Manufacturer in CD or other electronic format acceptable to LESSOR.

**22.9.5** All hard time and life limited Parts which are installed on the Aircraft will have an FAA Form 8130-3 or EASA Form 1 evidencing the airworthiness of such Part at the time of installation on the Aircraft. In the case of life limited Parts, the documentation will also state the total Flight Hours, Cycles or calendar days, as applicable, since new and will demonstrate back-to-birth traceability. In the case of hard time Parts, the documentation will also state the time since last Overhaul or refurbishment, will have a reference to the relevant section of the Component Maintenance Manual under which the Part underwent Overhaul or refurbishment, as applicable, and will identify the FAA-approved repair agency or EASA-approved repair agency, as applicable, which performed the last Overhaul or refurbishment.

**22.9.6** All Parts other than those referred to in Article 22.9.5 installed on the Aircraft will have a Serviceable Tag or will be listed in the OEM installation documents such as the Aircraft Readiness Log.

**22.9.7** The Aircraft will be in the same working order and condition as at Delivery (subject to the other provisions of this Article 22, reasonable wear and tear from normal flight operations excepted), with all pilot discrepancies and deferred maintenance items cleared on a terminating action basis. The operating weights of the Aircraft and the engine thrust rating for each Engine will be the same (or higher than) as at Delivery.

**22.9.8** The Aircraft will be airworthy, conform to type design and be in a condition for safe operation, with all Aircraft equipment, components and systems operating in accordance with their intended use and within limits approved by Manufacturer, the Aviation Authority and the FAA.



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**22.9.9** The Aircraft interior (including cabin and windows) and exterior will be clean, with all compartments free of foreign objects. The Aircraft will be substantially free of dirt, grease, fluids, stains, grime, cracks, tears and rips, consistent with worldwide commercial airline standards for used aircraft at completion of a check equivalent to the Return Check.

**22.9.10** No special or unique Manufacturer, Engine Manufacturer or Aviation Authority inspection or check requirements which are specific to the Aircraft or Engines (as opposed to all aircraft or engines of their types) will exist with respect to the Airframe, Engines and Aircraft equipment, components and systems.

**22.9.11** All repairs to the Aircraft will have been accomplished in accordance with Manufacturer's Structural Repair Manual (or FAA-approved data supported by an FAA Form 8110-3 or FAA Form 8100-9)

**22.9.12** All Modifications to the Aircraft (including any Modification supported by a supplemental type certificate) will have been accomplished in accordance with FAA-approved data supported by an FAA Form 8110-3, FAA Form 8100-9 or FAA supplemental type certificate. All Modifications will be incorporated into the applicable Manufacturer's manual.

**22.9.13** The Aircraft will be returned with LESSOR's Engines and APU installed and with the same equipment as at Delivery, subject only to those replacements, additions and Modifications permitted under this Lease. For the avoidance of doubt, LESSEE will not be required to return emergency medical kits or defibrillators with the Aircraft. To the extent LESSEE performed a Modification which cost in excess of [REDACTED] and LESSOR did not approve such Modification in accordance with Article 12.9.1, LESSOR may require LESSEE to return the Aircraft in its original condition prior to such Modification.

**22.9.14** All Airworthiness Directives which are issued prior to the date of return of the Aircraft and which require compliance [REDACTED] (the "**LESSEE AD Compliance Period**") will have been complied with on the Aircraft at LESSEE's cost as follows:

- (a) all such Airworthiness Directives for which terminating action is due within the LESSEE AD Compliance Period will have been accomplished by performing the terminating action; and
- (b) all such Airworthiness Directives for which terminating action is not due within the LESSEE AD Compliance Period will have been accomplished at the highest level of inspection or modification possible short of terminating action.

**22.9.15** All Modifications which must be performed [REDACTED] in order to meet the FAA requirements for FAR Part 121 (as in effect on the Delivery Date) operations will have been incorporated on the Aircraft at LESSEE's cost.

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**22.9.16** The Aircraft will be in compliance with Manufacturer's Corrosion Prevention and Control Program (CPCP) specified for the model type by Manufacturer and LESSEE will provide LESSOR with documentation substantiating such compliance.

**22.9.17** If any waivers, deviations, dispensations, alternate means of compliance, extensions or carry overs with respect to maintenance or operating requirements, repairs or Airworthiness Directives are granted by the Aviation Authority or permitted by the Maintenance Program, LESSEE at its sole cost and expense will nonetheless perform such maintenance or operating requirements, repairs or Airworthiness Directives as if such waivers, deviations, dispensations, alternate means of compliance, or extensions or carry overs did not exist. For avoidance of doubt, any correcting damage exceeding SRM limits will be deemed acceptable under this Article 22.9.17 if documented with an FAA 8110-3 or 8100-9.

**22.9.18** The Aircraft will be free from any Security Interest except LESSOR's Liens and no circumstance will have so arisen whereby the Aircraft is or could become subject to any Security Interest or right of detention or sale in favor of the Aviation Authority, any airport authority, Eurocontrol or any other authority or Government Entity.

**22.9.19** All no charge vendor and Manufacturer's service bulletin kits received by LESSEE for the Aircraft but not installed thereon will be on board the Aircraft as cargo. All no charge vendor and Manufacturer's service bulletin kits ordered by LESSEE but not yet received will, upon receipt by LESSEE and at LESSEE's cost, be forwarded as instructed by LESSOR. At LESSOR's request, any other service bulletin kit which LESSEE paid for will also be delivered to LESSOR on board the Aircraft, but LESSOR will reimburse LESSEE for its actual out-of-pocket costs for such kit, unless LESSEE purchased such kit as part of its implementation program of a service bulletin on its fleet of aircraft of the same type as the Aircraft but had not yet installed such kit on the Aircraft, in which case such kit will be furnished free of charge to LESSOR.

**22.9.20** The Aircraft will be free of any leaks which are found to be outside Manufacturer's maintenance manual limits and any damage resulting therefrom. All repairs will have been performed on a permanent basis in accordance with the applicable Manufacturer's instructions.

**22.9.21** The Aircraft fluid reservoirs (including oil, oxygen, hydraulic and water) will be serviced to full and the waste tank serviced in accordance with Manufacturer's instructions. Fuel tanks will be at least as full as at Delivery.

**22.9.22** If LESSEE complies with Aviation Authority or Maintenance Program requirements by means of sampling within its fleet, LESSEE will, prior to return of the Aircraft, perform all required work on the Aircraft as if such sampling had not occurred with respect to the Aircraft.

**22.10** **Checks Prior to Return.** Following removal of the Aircraft from revenue

service and prior to return of the Aircraft to LESSOR, LESSEE at its expense will do each of the following:

**22.10.1** LESSEE will have the Return Check performed by a Maintenance Performer. LESSEE also agrees to perform during the Return Check any other work reasonably requested by LESSOR (and not otherwise required under this Lease) and LESSOR will reimburse LESSEE for performing such LESSOR requested work based on LESSEE's out-of-pocket and unburdened labor and material costs, including, for avoidance of doubt, any costs designated as to be at LESSOR's expense pursuant to Article 22.8.3 provided that LESSOR has provided its requirements in a reasonably timely manner.

**22.10.2** LESSEE will remove LESSEE's exterior markings, including all exterior paint, by stripping (or, at LESSOR's option, pneumatically sanding) the paint from the fuselage, vertical stabilizer, horizontal stabilizer, wings and Engine cowlings, and clean, reseal, refinish, prepare (including application of alodine or another corrosion inhibitor) and prime the surfaces to be painted, all in accordance with Manufacturer's and paint manufacturer's recommendations. LESSEE will then repaint the fuselage, vertical stabilizer, horizontal stabilizer, wings and Engine cowlings in the colors and logo specified by LESSOR, subject to LESSEE having received the necessary livery drawings no fewer than [REDACTED] prior to commencement of the Return Check. Such painting will be accomplished in such a manner as to result in a uniformly smooth and cosmetically acceptable aerodynamic surface. All external placards, signs and markings will be properly attached, free from damage, clean and legible. After painting, the Aircraft will be weighed.

**22.10.3** LESSEE will clean the exterior and interior of the Aircraft. LESSEE will also remove all visible LESSEE logos, nameplates and other LESSEE identification from the interior of the Aircraft, with removal accomplished in a way which returns the Aircraft to the condition in which the Aircraft would have been if such identification had not been installed, fair wear and tear excepted.

**22.10.4** If reasonably required by LESSOR, LESSEE will repaint by touch up the interior of the Aircraft, including flight deck, and replace missing, broken or illegible placards.

**22.10.5** In accordance with Article 22.9.11, LESSEE will permanently repair damage to the Aircraft that exceeds Manufacturer's limits and replace any non-flush structural patch repairs installed on the Aircraft during the Lease Term with permanent flush-type repairs, in each case with no further inspection requirements other than the Category B inspection requirement of Manufacturer. If Manufacturer's Structural Repair Manual does not contain a permanent flush repair scheme for a particular type of damage, LESSEE will obtain a permanent flush repair scheme from Manufacturer (including an FAA Form 8110-3 or FAA Form 8100-9) and perform the permanent flush repair recommended by Manufacturer; provided that, if Manufacturer does not provide a permanent flush repair scheme or recommends against performance of a permanent flush repair for any reason, LESSEE may return the Aircraft with a permanent non-flush structural patch repair.

**22.10.6** [INTENTIONALLY OMITTED].

**22.10.7** With LESSOR and/or its representatives present, LESSEE, at LESSOR's sole cost, will cause each Thrust Reverser Half to be inspected by a qualified third-party vendor or the component manufacturer of the Thrust Reversers pursuant to the AMM. LESSEE, at LESSEE's sole cost, will correct any discrepancies in accordance with the guidelines set out by the component maintenance manual which may be discovered during such inspection.

**22.10.8** Immediately following completion of the acceptance flight as set forth in Article 22.7.2 and immediately prior to the return of the Aircraft to LESSOR, and with LESSOR and/or its representatives present, LESSEE will perform a full and complete hot and cold section video borescope on each Engine and its modules in accordance with Manufacturer's aircraft maintenance manual.

**22.10.9** With LESSOR and/or its representatives present, LESSEE will accomplish a power assurance run on the Engines in accordance with Manufacturer's aircraft maintenance manual. LESSEE will record the Engine power assurance test conditions and results on the Return Acceptance Receipt.

**22.10.10** LESSEE will provide evidence to LESSOR's reasonable satisfaction that the Engine historical and technical records, borescope inspection, trend monitoring and power assurance run do not reveal any condition which would cause the Engines or any module to be unserviceable, beyond serviceable limits or serviceable with an increased frequency of inspection or with calendar time, Flight Hour or Cycle restrictions under Manufacturer's aircraft maintenance manual. LESSEE will correct any discrepancies in accordance with the guidelines set out by Manufacturer (or Engine Manufacturer, if no Manufacturer guidelines are available) which may be discovered during such inspection.

**22.10.11** In the event the Engine historical and technical records, borescope inspection, trend monitoring and other checks specified in Article 22.10.9 result in a dispute regarding the conformity of an Engine with the requirements of this Article 22, LESSEE and LESSOR will consult with Engine Manufacturer and follow Engine Manufacturer's recommendations (including the accomplishment of an Engine test cell operational check) with regard to determining if such Engine complies with the requirements of this Article 22 and the manner in which any discrepancies from the requirements of this Article 22 will be rectified.

**22.10.12** Unless the APU is returned with [REDACTED] APU Hours consumed since the last completed medium repair to the power section, with LESSOR and/or its representatives present, LESSEE will perform an APU condition test in accordance with Manufacturer's aircraft maintenance manual and a complete hot and cold section video borescope on the APU. LESSEE will provide evidence to LESSOR's reasonable satisfaction that the APU condition test and borescope inspection do not reveal any condition which would cause the APU to be unserviceable, beyond serviceable limits or serviceable with an increased frequency of inspection or with calendar time, Flight Hour or Cycle restrictions. LESSEE will correct any

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discrepancies in accordance with the guidelines set out by the manufacturer of the APU which may be discovered during such test or inspections.

**22.11** **Part Lives.** At return, the condition of the Aircraft will be as follows:

**22.11.1** The Aircraft will have [REDACTED] Flight Hours consumed since the Return Check (excluding Flight Hours consumed on the acceptance flight). In addition, where an Airframe Major Check was not performed at the Return Check, LESSEE will pay LESSOR an amount equal to the number of full calendar months consumed on the Aircraft at return since Delivery (or if, such Airframe Major Check was performed since Delivery, since the date of performance of such Airframe Major Check) multiplied by an Airframe Major Check cost calculated as follows:

such Airframe Major Check cost will be the quotient obtained by dividing (i) [REDACTED] by (ii) [REDACTED]. For avoidance of doubt, [REDACTED].

**22.11.2** Each Engine will meet all of the following:

(a) Each Engine will have at least [REDACTED] Flight Hours remaining to operate until its next anticipated removal (based on a review of the Engine historical and technical records, borescope inspection results, power assurance run results, trend monitoring data and the other checks specified in this Article 22). In addition, at return and for each Engine module, LESSEE will pay LESSOR an amount equal to the number of Flight Hours consumed on such Engine module at return since its last Module Performance Restoration multiplied by a Module Performance Restoration cost per hour for such module calculated as follows:

the Module Performance Restoration cost per hour for such module will be an amount equal to the product of (i) [REDACTED], multiplied by (ii) [REDACTED].

(b) Each Engine will have a remaining hot day takeoff EGT margin sufficient to permit the operation of such Engine for the Flight Hours set forth in the preceding subparagraph (based on a review of trend monitoring data).

(c) Each Part of an Engine which has a life limit will have at least [REDACTED] Cycles remaining to operate until its next removal per Engine Manufacturer's limit.

In addition, at return and for each life-limited Part within an Engine, LESSEE will pay LESSOR an amount equal to the product of (a) the quotient obtained by dividing (i) [REDACTED], multiplied by (b) [REDACTED].

(d) Without limiting Article 12.4, if a life limited Part installed on an Engine at Delivery was replaced during the Lease Term, then [REDACTED].

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**22.11.3** The APU will have at least [REDACTED] APU Hours remaining to operate until the next scheduled medium repair to the power section (including the compressor section) of the APU in accordance with the then-current Worksopce Planning Guide of the APU manufacturer applicable to the APU based on the checks specified in Article 22.10.12 of the Lease.

In addition, at return, LESSEE will pay LESSOR an amount equal to the product of (i) [REDACTED], multiplied by (ii) [REDACTED].

**22.11.4** Each leg of the Landing Gear will have at least [REDACTED] remaining pursuant to the MPD until the next scheduled Overhaul or scheduled removal.

In addition, at return and for each leg of the Landing Gear, LESSEE will pay LESSOR an amount equal to the product of (i) the number of days or Cycles (whichever is more limiting) consumed on such leg of the Landing Gear at return since the last Overhaul (or, if never overhauled, since Delivery), multiplied by (ii) a Landing Gear Overhaul cost per day or Cycle (as applicable) for such leg calculated as follows:

such Landing Gear Overhaul cost price per day or Cycle (as applicable) for such leg will be the quotient obtained by dividing (i) [REDACTED] by (ii) [REDACTED].

**22.11.5** Each Part of the Airframe, Engine or APU which has a hard time limit pursuant to the MPD will have at least [REDACTED] of such hard time Part's full allotment of Flight Hours and Cycles remaining to operate until its next scheduled Overhaul or scheduled removal pursuant to the MPD. However, if [REDACTED] of such hard time Part's full allotment of Flight Hours and Cycles between scheduled Overhauls or scheduled removals pursuant to the MPD is less than [REDACTED] Flight Hours and [REDACTED] Cycles, then such hard time Part will be returned with [REDACTED] Flight Hours and [REDACTED] Cycles since Overhaul or last removal.

**22.11.6** Each life limited Part of the Airframe or the APU will have the greater of (a) at least [REDACTED] of such life limited Part's full allotment of Flight Hours and Cycles or (b) [REDACTED] Flight Hours and [REDACTED] Cycles remaining to operate until its next scheduled replacement pursuant to the MPD (in case of an Airframe life limited Part) or the limit of the manufacturer of the APU (in case of an APU life limited Part). However, if such life limited Part's full allotment of Flight Hours and Cycles remaining to operate is less [REDACTED] Flight Hours and [REDACTED] Cycles, then such life limited Part will be returned with [REDACTED] of its total approved Flight Hours and Cycles remaining.

**22.11.7** Without limiting Article 12.4, if a life limited Part installed on the Airframe (including the Landing Gear) at Delivery was replaced during the Lease Term, then [REDACTED].



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**22.11.8** Each Part which has a calendar time limit will have at least [REDACTED] remaining to operate until removal pursuant to the MPD. If a Part with a calendar time limit has a total approved calendar time remaining pursuant to the MPD of less than [REDACTED], then such Part will be returned with [REDACTED] of its total approved calendar time remaining until removal.

**22.11.9** Each Part installed on the Aircraft during the Lease Term (excluding life-limited Parts) will have total Flight Hours or total Cycles since new no greater than [REDACTED] of that of the Airframe where such a Part's total Flight Hours or total Flight Cycles can be ascertained.

**22.11.10** Each Landing Gear tire and brake will have at least [REDACTED] of its full life remaining (except for life consumed on the acceptance flight).

**22.11.11** Each half of each Thrust Reverser will be serviceable and operating within its intended limits in accordance with the Component Maintenance Manual issued by Manufacturer.

**22.11.12** LESSEE will pay to LESSOR any AD True Up Amount calculated in accordance with Section F of Schedule I.

**22.11.13** [REDACTED]

**22.12** **APU Exchange.** LESSEE may, by [REDACTED] written notice to LESSOR, elect to replace the APU at return of the Aircraft with an auxiliary power unit owned by an Affiliate of LESSOR and on lease to LESSEE in connection with a Boeing 787 aircraft or an auxiliary power unit owned and operated by LESSEE in connection with a Boeing 787-9 aircraft and in all cases meeting the requirements of this Article 22.12 (a "**Substitute APU**"), provided that such [REDACTED] notice will not be required when the APU does not meet the requirements of Article 22 and a Substitute APU is necessary to meet such requirements.

**22.12.1** Where a proposed auxiliary power unit is owned by LESSOR or an Affiliate of LESSOR, such auxiliary power unit must meet the following criteria to qualify as a Substitute APU under this Article 22.12. The auxiliary power unit must (a) meet the requirements for the aircraft model applicability as determined by Manufacturer and APU Manufacturer; (b) meet all of the requirements of the Lease, including but not limited to the requirements of this Article 22; and (c) must be of the same or better modification status as the original APU that it is replacing.

**22.12.2** Where a proposed auxiliary power unit is owned and operated by LESSEE, such auxiliary power unit must meet the following criteria to qualify as a Substitute APU under this Article 22.12. The proposed auxiliary power unit must: (a) meet all of the requirements of the Lease, including but not limited to the requirements of this Article 22, (b) be of the same or better modification status as the APU that it is replacing; (c) have full back-to-birth trace

documentation for all life limited Parts and back to last repair/overhaul trace for any other serialized or hard time parts installed thereon; and (d) be free of any Security Interests. LESSOR and LESSEE will discuss in good faith variances from the requirements of this Article 22.12.2 in exchange for compensation. LESSEE may, at the time it provides notice of an auxiliary power unit substitution under this Article 22.12.2, propose that LESSOR accept title to a proposed substitute auxiliary power unit directly from a third party that is leasing such auxiliary power unit to LESSEE. LESSOR's acceptance of such proposal will be subject to completion of diligence in respect of such third party to LESSOR's reasonable satisfaction and not otherwise unreasonably withheld.

**22.12.3** LESSEE will at its own expense cooperate with LESSOR to lawfully minimize any taxes arising from an APU exchange contemplated by this Article 22.12 (including but not limited to positioning the Substitute APU or original APU in a tax-favorable jurisdiction) and to implement any necessary transfer of title or amendments to the Lease. LESSEE will reimburse LESSOR for LESSOR's reasonable out-of-pocket costs incurred in effecting an exchange under this Article 22.12. Where the Substitute APU is owned by LESSEE, LESSEE will transfer to LESSOR good and marketable title thereto, free of all Security Interests, and warrant the same to LESSOR and its successors and assigns.

**22.13** **Export and Deregistration of Aircraft.** At LESSOR's request, LESSEE at its cost will (a) provide an Export Certificate of Airworthiness or its equivalent from the State of Registration and any other necessary documentation so that the Aircraft can be exported to the country designated by LESSOR, (b) assist with deregistration of the Aircraft from the register of aircraft in the State of Registration, (c) assist with arranging for prompt confirmation of such deregistration to be sent by the registry in the State of Registration to the next country of registration, (d) provide Lessor with certified copies of any customs declaration, waiver, certificate, release or equivalent evidencing the full payment of any duties due by LESSEE to the customs authorities in the State of Registration or the Habitual Base or any other applicable jurisdiction, (e) provide evidence issued by the Aviation Authority that the Aircraft has been removed from the Air Operator Certificate and concession of LESSEE, and (f) perform any other acts reasonably required by LESSOR in connection with the foregoing. If any Aircraft work which LESSEE is not otherwise required to perform hereunder, including engineering, is required in order to obtain such Export Certificate of Airworthiness, LESSEE will perform such work and LESSOR will reimburse LESSEE for such work at LESSEE's out-of-pocket and unburdened labor and material costs.

**22.14** **Delay in Return of Aircraft Due to LESSOR Work Requests.** LESSEE will not be required to pay Base Rent to LESSOR for any whole days that return of the Aircraft to LESSOR is delayed solely as a result of LESSOR's requests that additional work be performed over and above the work necessary to place the Aircraft in the condition required by this Article 22, including for avoidance of doubt work performed pursuant to Articles 22.8.3 and 22.10.1.



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**22.15** **LESSEE's Continuing Obligations.** In the event that LESSEE does not return the Aircraft to LESSOR on the Expiration Date and in the condition required by this Article 22 [REDACTED]:

**22.15.1** the obligations of LESSEE under this Lease will continue in full force and effect on a day to day basis until such return. This will not be considered a waiver of LESSEE's Event of Default or any right of LESSOR hereunder.

**22.15.2** Until such return, the Agreed Value will be an amount equal to the Agreed Value on the day the Aircraft should have been returned to LESSOR pursuant to this Lease.

**22.15.3** Without limiting LESSOR's rights and remedies under Article 24 and except for a delay in return of the Aircraft for the reason set forth in Article 22.14, until such time as the Aircraft is returned to LESSOR and put into the condition required by this Article 22, LESSEE will continue to pay the Base Rent specified in Article 5.3 for each day from the Expiration Date until and including the earlier of the Termination Date or the day that is [REDACTED] after the Expiration Date. Commencing on the day that is [REDACTED] after the Expiration Date, instead of paying the Base Rent specified in Article 5.3, LESSEE will pay [REDACTED]x the amount of the Base Rent in effect on the Expiration Date for each day from the day immediately following the day that is [REDACTED] after the Expiration Date until and including the Termination Date. In determining the applicable Base Rent per day for purposes of this calculation, the Base Rent payable under Article 5.3.1 **Error! Reference source not found.** in respect of the month of the Lease Term in which the Expiration Date occurs will be prorated based on the actual number of days in the applicable month following the Expiration Date. Payment will be made upon presentation of LESSOR's invoice.

**22.15.4** LESSOR may elect, in its sole and absolute discretion, to accept the return of the Aircraft prior to the Aircraft being put in the condition required by this Article 22 and thereafter have any such non conformance corrected [REDACTED]. Any direct expenses incurred by LESSOR for such correction will be payable by LESSEE within [REDACTED] following the submission of a written statement by LESSOR to LESSEE, identifying the items corrected and setting forth the expense of such corrections. LESSEE's obligation to pay such amounts will survive the Termination Date.

**22.16** **Airport and Navigation Charges.** LESSEE will ensure that at return of the Aircraft any and all airport, navigation and other charges which give rise or may if unpaid give rise to any lien, right of detention, right of sale or other Security Interest in relation to the Aircraft, Engine, APU or any Part have been paid and discharged in full and will at LESSOR's request produce evidence thereof satisfactory to LESSOR.

**22.17** **Return Acceptance Receipt.** Upon return of the Aircraft in accordance with the terms of this Lease, LESSEE will prepare and execute two Return Acceptance Receipts in the form and substance of Exhibit K and LESSOR will countersign and return one such Return Acceptance Receipt to LESSEE, such counter-signature not be unreasonably withheld. In

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addition, LESSEE and LESSOR will execute a termination agreement (or similar document or certificate) for filing with the Aviation Authority or any other applicable Government Entity to obtain the deregistration of the Aircraft from the State of Registration and evidencing the termination of the leasing of the Aircraft in a form reasonably satisfactory to LESSOR and LESSEE. For avoidance of doubt, LESSEE's obligation to pay Base Rent (and if applicable any increased Base Rent due under Article 22.15.3) will terminate on [REDACTED].

**22.18** **Indemnities and Insurance.** The indemnities and insurance requirements set forth in Article 16 and Article 17, respectively, will apply to Indemnitees and LESSOR's representatives during return of the Aircraft, including the ground inspection and acceptance flight. With respect to the acceptance flight, LESSOR's representatives will receive the same protections as LESSOR on LESSEE's Aviation and Airline General Third Party Liability Insurance.

**22.19** **Storage.** At LESSOR's request, LESSEE will continue to lease the Aircraft under this Lease for a period not to exceed [REDACTED]. During this period, LESSEE will have no obligations under this Lease except, at LESSOR's cost, to park and store the Aircraft in accordance with Manufacturer's recommended short term storage program at one of LESSEE's principal maintenance facilities (or such other location as LESSOR and LESSEE may agree) and to maintain all insurance on the Aircraft. LESSEE will not utilize the Aircraft for any reason during this period.

**22.20** **Ferry Flight.** LESSOR may require LESSEE to operate a ferry flight of the Aircraft at the time of return to a location other than the location set forth in Article 22.4. If the Aircraft is not at the location set forth in Article 22.4 at the time that LESSOR advises LESSEE of the need for such ferry flight, [REDACTED].

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**SCHEDULE 3**  
**FORM OF BANKRUPTCY COURT ORDER**

**Annex 7**

**Lease Amendment (TBD)**

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**AMENDMENT #01 TO AIRCRAFT LEASE AGREEMENT**  
(Boeing 787-9, MSN TBD, Mexican Registration Mark TBD)

THIS AMENDMENT #01 TO AIRCRAFT LEASE AGREEMENT dated as of \_\_\_\_\_, 2021 (this "**Amendment**") is entered into between WILMINGTON TRUST SP SERVICES (DUBLIN) LIMITED, acting not in its individual capacity, but solely as trustee pursuant to the Declaration of Trust in respect of the Aircraft 78B-010857X (Ireland) Trust ("**LESSOR**") and AEROVÍAS DE MÉXICO, S.A. DE C.V. ("**LESSEE**") in light of the following facts:

**RECITALS**

A. LESSOR and LESSEE have previously entered into that certain Aircraft Lease Agreement dated as of February 7, 2020 (as the same may be amended, supplemented or otherwise modified from time to time in accordance with its provisions, the "**Lease**"), pursuant to which LESSOR has agreed to lease to LESSEE one Boeing 787-9 aircraft bearing manufacturer's serial number TBD with two General Electric GEnX-1B74/75 engines.

B. On the terms and conditions contained herein, LESSEE and LESSOR have agreed to amend the Lease as provided below.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth below and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), LESSOR and LESSEE hereby agree as follows:

**AGREEMENT**

1. Defined Terms.

- a. Any and all initially capitalized terms not otherwise defined herein have the meanings given to them in the Lease. Unless the context requires otherwise, any reference to the plural includes the singular, the singular includes the plural, the part includes the whole and the terms "including" or "includes" are not limiting.
- b. Except where the context otherwise requires, the following words have the following meanings for all purposes in this Amendment and the Lease.

"AerCap Transactions" means the lease transaction for each of the following aircraft: [REDACTED].

"Agreed Claim Amount" shall have the meaning ascribed to such term in paragraph 14.a.

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**"Approval Order"** means the Bankruptcy Court's order in the form agreed to by the parties and attached as Schedule 3 hereto. .

**"Bankruptcy Cases"** means the Chapter 11 cases and proceedings initially filed by Lessee and its Affiliates on June 30, 2020 under the lead case no. 20-11563 with the Bankruptcy Court and all affiliated and associated filings and proceedings in any other court or jurisdiction relating to such cases.

**"Bankruptcy Court"** means the United States Bankruptcy Court for the Southern District of New York.

**"Effective Date"** shall have the meaning ascribed to such term in paragraph 15 below.

**"Other Lease Agreements"** means collectively, the [REDACTED] existing aircraft lease agreements, as amended on or about the date hereof each between an Affiliate of LESSOR, as lessor, and LESSEE, as lessee, in respect of the following [REDACTED] aircraft: [REDACTED], in each case together with the related engines, parts, equipment, and appurtenances and the associated records and documentation.

**"Rejection Event"** is defined in paragraph 16.b. hereof.

**"U.S. Bankruptcy Code"** means title 11 of the United States Code.

- c. **Modification to Existing Defined Terms.** Article 2 of the Lease is hereby amended by deleting the existing text associated with the words listed below and inserting in its place the new text listed below.

**"Airframe Major Check"** means all "12-year" tasks together with all lower tasks that are required to clear the Aircraft for the next [REDACTED] of operation all to be completed pursuant to the MPD together with the rectification of any deficiencies resulting from the findings thereof.

**"Financial Indebtedness"** means any indebtedness in respect of (a) moneys borrowed or raised, (b) any liability under any debenture, guaranty, bond, note, loan stock, acceptance, documentary credit or other security, (c) the acquisition cost of any asset to the extent payable before or after the time of acquisition or possession (not being indebtedness in respect of the purchase of goods or services in the ordinary course of trading, payment of which is deferred for a period of not greater than 30 days) or (d) any guarantee, indemnity, or similar assurance against financial loss of any Person in respect of the foregoing.

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2. Extension Option.
  - a. Any existing Extension Option in the Lease is hereby terminated.
  - b. So long as no Event of Default has occurred and is continuing under the Lease on the date of exercise of an option or on the commencement date of the extension lease term with respect to such option, LESSEE will have one option to extend the term of leasing of the Aircraft for a period of [REDACTED] (such period the "**First Extension Period**"). LESSEE may exercise this option by providing LESSOR with written notice of its election [REDACTED] no less than [REDACTED] prior to the then-current Expiration Date. Such notice, when given, will be irrevocable.
3. Cancellation for Delay. Article 3.6 of the Lease is hereby amended by deleting the existing text "[REDACTED]" wherever it may appear and inserting in its place the new text "[REDACTED]".
4. Security Deposit. The agreements of the parties in respect of the Security Deposit are set forth in section 1 of Schedule I hereto.
5. Base Rent. The agreements of the parties in respect of Base Rent are set forth in section 2 of Schedule I hereto.
6. Specific Engine Requirements.
  - a. The Lease is hereby amended by deleting the existing text of Article 12.2.3(b) in its place the following new text:

"(b) perform, at a minimum, a workscope sufficient to build the Engine to an interval equal to such Engine's full operating interval, as determined in accordance with the recommendations of the Engine Manufacturer."
  - b. The Lease is hereby amended by deleting the existing text of Article 12.2.5 in its place inserting the following new text:

"12.2.5 LESSEE may enter into any engine maintenance agreement with Engine Manufacturer without LESSOR's prior consent, provided that such agreement (i) does not charge LESSEE on a power by the hour basis (other than the monthly administrative fee or "popular rate" that the Engine Manufacturer may charge in accordance with its customary procedures), and (ii) does not permit the Engine Manufacturer to place a Security Interest on an Engine for any reason other than amounts owed by LESSEE for work performed on that Engine. Except as set

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forth in the immediately preceding sentence, LESSEE will not enter into any engine maintenance cost per flight hour, power by the hour or similar agreement with Engine Manufacturer or any other engine maintenance facility without LESSOR's prior written consent. LESSOR and LESSEE acknowledge that nothing in this Article 12.2.5 or LESSOR's approval of any proposed engine maintenance cost per hour or similar agreement will vary LESSEE's obligations under Articles 12 or 22 of the Lease."

7. Replacement of Parts. The Lease is hereby amended by deleting the existing text of Article 12.4.2 and inserting in its place the following new text:

"12.4.2 [REDACTED]"

8. [REDACTED]

9. Registration of Aircraft. The Lease is hereby amended by deleting the existing text of Article 13.2(i) and inserting in its place the following new text:

"(i) register and maintain or procure the registration of the Aircraft in the name of Owner as owner of the Aircraft and LESSOR as lessor of the Aircraft under this Lease at the register of aircraft maintained by the Aviation Authority and"

10. Redelivery Conditions. The Lease is hereby amended by deleting the existing text of Article 22 (Return of Aircraft) and inserting in its place the new text set forth in Schedule 2 hereto.

11. Events of Default LESSOR and LESSEE agree that, (a) notwithstanding anything to the contrary in the Lease, from and after the Effective Date, the existence and continuation of the Bankruptcy Cases will not be considered an Event of Default pursuant to [REDACTED] of the Lease, (b) LESSOR hereby agrees that no Event of Default shall arise or exist under [REDACTED], whether before or after the Effective Date, as a result of [REDACTED], and (c) LESSOR hereby waives any Event of Default under [REDACTED] that may exist on the Effective Date and that arises from [REDACTED].

12. Confidentiality. The Lease is hereby amended by deleting the entirety of the text of Article 27.9 (*Confidentiality*) and inserting in its place the following new text:

"The Operative Documents and all non-public information obtained by either party about the other are confidential and are between LESSOR and LESSEE only and will not be disclosed by a party to third parties (other than to any Servicer, to such party's auditors, shareholders and professional advisors, to Indemnites and Tax Indemnites, as required in connection with any filings of this Lease in accordance



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with Article 13, in connection with LESSOR's potential sale or financing of the Aircraft or assignment of this Lease, as required for enforcement by either party of its rights and remedies with respect to this Lease or as required by applicable Law) without the prior written consent of the other party. If any disclosure will result in an Operative Document becoming publicly available, LESSEE and LESSOR will cooperate with one another to obtain confidential treatment as to the commercial terms and other material terms and provisions of such Operative Document. Notwithstanding the foregoing, LESSEE may disclose this Lease (i) as may be required to obtain the Bankruptcy Court's approval of this Lease; or (ii) to the U.S. Trustee in the Bankruptcy Cases, the Unsecured Creditors Committee in the Bankruptcy Cases, the Ad Hoc Bondholders Group in the Bankruptcy Cases, or the entities providing Debtor-in-possession financing to LESSEE in the Bankruptcy Cases, in all cases subject to LESSEE's taking reasonable steps to require or request that such Persons maintain the Lease as confidential. The obligations of LESSOR and LESSEE under this Article 27.9 will survive the Termination Date."

13. Termination of Side Letter #02. LESSOR and LESSEE agree that that certain Side Letter #02 to Aircraft Lease Agreement (787-9, MSN TBD) dated as of February 7, 2020 between LESSOR and LESSEE in respect of the Aircraft is hereby terminated and without further force effect. Neither LESSOR nor LESSEE shall have further obligation to the other under such Side Letter.

14. LESSOR and Beneficial Owner's Unsecured Claims.

- a. AerCap's Claims; Allowance. LESSEE and LESSOR agree that LESSOR and Affiliates of LESSOR shall have an allowed non-priority general unsecured claim in the aggregate amount of \$210,867,000 against LESSEE in full and final satisfaction of all asserted pre-petition claims in respect of all the AerCap Transactions (the "Agreed Claim Amount"). Upon the entry of the Approval Order, the Agreed Claim Amount shall not be (either directly or indirectly) (y) subject to any challenge, objection, reduction, subordination, counterclaim or offset for any reason and (z) subject to any objection, subordination, avoidance or recovery actions under Sections 502(d), 510, 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code. Any chapter 11 plan of reorganization filed by LESSEE in the Bankruptcy Cases shall afford such claims treatment that is no worse than the treatment given to the non-priority unsecured claims of any other aircraft or engine lessor whose claims run solely against LESSEE. LESSEE and LESSOR agree to cooperate for the approval of the Allowed Claim Amount by the Unsecured Creditors Committee and any other relevant constituencies in respect thereof, in each case, promptly after the date hereof.
- b. No Limitation on Rights and Remedies. Except to the extent otherwise provided herein, this Amendment does not limit or affect the rights, remedies, or claims of

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LESSOR, if any, under other provisions of the U.S. Bankruptcy Code, subject to all rights, defenses, and objections of LESSOR, LESSEE and any other party in interest.

15. Conditions Precedent. This Amendment shall become effective on the date (the "**Effective Date**") on which all of the following conditions precedent have been fulfilled:

- a. LESSEE and LESSOR shall have duly executed and delivered this Amendment.
- b. LESSEE shall have filed a motion with the Bankruptcy Court in connection with the Bankruptcy Cases within five (5) Business Days of the date of this Amendment seeking entry and approval of the Approval Order.
- c. The Bankruptcy Court shall have entered the Approval Order authorizing LESSEE to assume the Lease (for the avoidance of doubt, as modified by this Amendment) pursuant to section 365 of the U.S. Bankruptcy Code.
- d. The Other Lease Agreements shall have been assumed by LESSEE pursuant to the Approval Order.
- e. LESSEE shall have filed a motion with the Bankruptcy Court in connection with the Bankruptcy Cases within five (5) Business Days of the date of this Amendment seeking approval of an amended stipulation (in a form to be agreed between the parties thereto) in respect of the Aircraft Lease Agreement dated as of June 23, 2006 (as the same may be amended, assigned, supplemented or otherwise modified from time to time in accordance with its provisions, the "**MSN [REDACTED] Lease Agreement**") between Wilmington Trust Company, not in its individual capacity but solely as owner trustee for [REDACTED] (Delaware) Trust, as lessor, and Seller, as lessee, in respect of one Boeing 787-8 aircraft bearing manufacturer's serial number [REDACTED], which amended stipulation shall provide, among other things, that [REDACTED].

16. Bankruptcy Related Matters.

- a. Plan Treatment of this Amendment. Subject to no Rejection Event having occurred, any plan of reorganization filed by LESSEE shall reaffirm the Effective Date, the approval of this Amendment and the assumption of the Lease (as modified by this Amendment). For the avoidance of doubt, the Effective Date hereunder shall occur before a plan of reorganization for LESSEE is filed and confirmed, and notwithstanding that a plan of reorganization for LESSEE shall occur after the Effective Date hereunder, this Amendment shall become fully effective on the Effective Date (subject to a Rejection Event).

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- b. Rejection due to Failure to Emerge from Chapter 11. Notwithstanding anything in this Amendment to the contrary, in the event (i) prior to the consummation of a Chapter 11 plan of reorganization, LESSEE announces that it has permanently discontinued all scheduled passenger service, (ii) LESSEE's current Bankruptcy Cases are dismissed or converted to a case under chapter 7 of the U.S. Bankruptcy Code, or (iii) LESSEE fails to achieve the effective date of a chapter 11 plan of reorganization (where each of (i) through (iii) shall constitute a "**Rejection Event**"), either LESSEE or LESSOR may terminate this Amendment and the Other Lease Agreements without further order of the Bankruptcy Court. Upon any such rejection, in addition to the claims allowed as set forth above in paragraph 14 hereof, LESSOR may assert any other damages arising from such rejection as a general unsecured claim against the applicable Debtors. Additionally, to the extent the Lease is rejected, LESSEE shall comply with the provisions of the PBH Stipulation relating to such rejection.

17. Undertakings of LESSEE. Promptly after the Effective Date, LESSEE undertakes to complete the following:

- a. LESSEE will register this Amendment as required by Article 13.2 of the Lease provided that (i) LESSEE will have provided to LESSOR a copy in electronic format of the Spanish translation of this Amendment for purposes of review and approval of LESSOR prior to registration, such review and approval to not cause undue delay, and, (ii) upon filing of this Amendment for purposes of registration before the Aviation Authority, provide to LESSOR an electronic copy of the Spanish translation of this Amendment certified by an approved translator authorized by the Superior Tribunal of Justice of the Federal District of Mexico or by the Council of the Federal Judicature.
- b. LESSEE will consent to a PUE authorization in favor of LESSOR's Mexican Counsel to register the International Interest constituted by this Amendment pursuant to Article 13.3 of the Lease.

18. Miscellaneous.

A. Counterparts. This Amendment may be executed in any number of identical counterparts, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument.

B. Delivery by Fax or E-Mail. Delivery of an executed counterpart of this Amendment by fax or e-mail will be deemed as effective as delivery of an originally executed counterpart. Any party delivering an executed counterpart of this Amendment will also deliver an originally executed counterpart, but the failure of any party to deliver an originally executed counterpart of this Amendment will not affect the validity or effectiveness of this Amendment.

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C. Confidentiality. The provisions of the Lease with respect to confidentiality are incorporated in this Amendment by this reference as if such provisions were set forth herein, *mutatis mutandis*.

D. Governing Law and Jurisdiction. The provisions of Articles 26 (Governing Law and Jurisdiction) and 27 (Miscellaneous) of the Lease will apply to this Amendment as if set out in full herein, *mutatis mutandis*.

E. No Other Amendments; Entire Agreement. Except as expressly modified by this Amendment, all of the terms and conditions of the Lease and its subsequent amendments remain unchanged and are in full force and effect. This Amendment, together with the Lease, constitutes the entire agreement between LESSOR and LESSEE concerning the matters set forth herein and supersedes and cancels all prior letters, agreements and correspondence with respect thereto.

F. Operative Document. This Amendment is an Operative Document.

G. Costs and Expenses. Each party will bear its own costs and expenses in connection with the preparation, negotiation and execution of this Amendment.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment on  
the date first set forth hereinabove.

WILMINGTON TRUST SP SERVICES  
(DUBLIN) LIMITED, acting not in its  
individual capacity, but solely as trustee  
pursuant to the Declaration of Trust in  
respect of the Aircraft 78B-010857X  
(Ireland) Trust

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

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## SCHEDULE I – ECONOMIC TERMS

For avoidance of doubt, provisions of the existing Schedule I to the Lease not inconsistent with the agreements set forth in this Schedule I remain in full force and effect.

1. **Security Deposit.**

a. [REDACTED]

b. [REDACTED]

2. **Base Rent.** Notwithstanding anything to the contrary in the Lease, LESSEE will pay LESSOR Base Rent in respect of the Aircraft in accordance with the following.

a. The words "**PBH Period**" wherever appearing in this Amendment mean the period commencing on and including the Effective Date and ending on the earlier of (i) [REDACTED], and (ii) the date on which LESSEE's Average Monthly Utilization for each of the preceding [REDACTED] is equal to or greater than the historic average monthly utilization for LESSEE's 787-9 fleet for the corresponding month in 2019 set forth in Attachment A to this Schedule I.

The "**Average Monthly Utilization**" for a particular calendar month means the quotient of (i) the total flight hours operated by all 787-9 aircraft in LESSEE's fleet during such calendar month, divided by (ii) the number of 787-9 aircraft operated by LESSEE or which LESSEE has committed to operate in the future as of the date that the Bankruptcy Court confirms LESSEE's plan of reorganization.

b. During the PBH Period, LESSEE will pay to LESSOR power-by the hour Rent for each calendar month or portion thereof monthly in arrears and calculated as follows ("PBH Rent").

PBH Rent will be calculated based on the individual utilization of the Airframe and each Engine (each, a "**PBH Component**") in accordance with the following formula, [REDACTED].

$$W = (A(\text{airframe}) * B(\text{airframe})) + (A(\text{engine 1}) * B(\text{engine 1})) + (A(\text{engine 2}) * B(\text{engine 2}))$$

where:

W is the PBH Rent due for such calendar month;

A(airframe), A(engine 1) and A(engine 2) is the respective utilization of the

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Airframe and each Engine in a given calendar month, expressed in Flight Hours

B(airframe) is equal to [REDACTED];

B(engine 1) is equal to [REDACTED]; and

B(engine 2) is equal to [REDACTED].

For each calendar month (or part thereof) during the PBH Period, LESSEE will provide a utilization report to LESSOR by the 15th day of the immediately succeeding calendar month and make a payment of the PBH Rent by the later of (x) the 20th day of such calendar month and (y) three Business Days after receiving Lessor's invoice in respect of the PBH Rent.

- c. Following the last day of the PBH Period (the "**Transition Date**") and during the remainder of the Lease Term (not including the First Extension Period, if any), Base Rent shall be paid monthly in advance in a fixed amount equal to [REDACTED] per month (the "**Fixed Rent**"). The first payment of Fixed Rent shall be due on the tenth (10th) day after the Transition Date and shall cover the period between the Transition Date and the 16th day of the calendar month in which the Transition Date occurred (or if the Transition Date occurred after the 16th day of a calendar month, until the 16th day of the immediately succeeding calendar month) and each subsequent payment of Fixed Rent will be due on the 16th day of each calendar month thereafter (each, a "**Fixed Rent Payment Date**") and otherwise in accordance with Article 5 of the Lease. For the avoidance of doubt, (i) the Fixed Rent amount will be prorated if paid in respect of a period shorter than a full calendar month and (ii) the words "Base Rent" whenever used in the Lease will be construed to include PBH Rent and/or Fixed Rent as applicable.
- d. During the First Extension Period (if any), LESSEE will pay to LESSOR Base Rent for each Lease Term month (or portion thereof) determined as follows.

[REDACTED]

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**ATTACHMENT A TO SCHEDULE I**  
**2019 Monthly Average Utilization for LESSEE's 787-9 Fleet**

<b>Calendar Month in 2019</b>	<b>2019 Monthly Average Utilization (Flight Hours)</b>
January	447.13
February	409.95
March	451.93
April	432.07
May	450.53
June	442.73
July	456.58
August	448.25
September	438.85
October	446.33
November	430.68
December	463.18



**SCHEDULE 2**  
**REPLACEMENT ARTICLE 22 (RETURN OF AIRCRAFT)**

**ARTICLE 22 RETURN OF AIRCRAFT**

**22.1 Date of Return.** LESSEE will return the Aircraft, Engines, APU, Parts and Aircraft Documentation to LESSOR on the Expiration Date, unless a Total Loss of the Aircraft occurred prior to the Expiration Date and the leasing of the Aircraft under this Lease was terminated early in accordance with Article 18.3. If an Event of Default occurs hereunder by LESSEE failing to return the Aircraft on the Expiration Date or if an Event of Default occurs prior to or after the Expiration Date and LESSOR repossesses the Aircraft, the return requirements set forth in this Article 22 nonetheless must be met on the date the Aircraft is actually returned to LESSOR or repossessed by LESSOR.

**22.2 Payments from LESSEE.** No later than [REDACTED] prior to the Expiration Date, LESSEE will provide LESSOR with an estimate of the total amount to be paid by LESSEE pursuant to Article 22A and will supply LESSOR with supporting data. LESSEE and LESSOR will discuss LESSEE's estimate and mutually agree upon an estimated amount. Immediately prior to return, LESSEE and LESSOR will recalculate the total amount actually owed by LESSEE to LESSOR pursuant to Article 22A and LESSEE will pay such amount due prior to return of the Aircraft. LESSEE will not be obligated to pay Base Rent in respect of any period after the date on which the Aircraft complies with the conditions set forth in this Article 22 (Return of Aircraft), [REDACTED].

**22.3 Technical Report.** No later than [REDACTED] prior to the Expiration Date (and in an updated form at return of the Aircraft), LESSEE will provide LESSOR with a Technical Evaluation Report and, in addition upon LESSOR's request, will make copies available of (a) drawings of the interior configuration of the Aircraft both as it presently exists and as it will exist at return, (b) an Airworthiness Directive status list, (c) a service bulletin incorporation list, (d) rotatable tracked, hard time and life limited component listings, (e) a list of modifications, alterations and repairs, (f) interior material burn certificates, (g) the Maintenance Program, (h) the complete worksopes for the checks, inspections and other work to be performed prior to return, (i) a forecast of the checks, inspections and other work to be performed within the clearance period after return of the Aircraft as set forth in the definition of "Return Check", (j) a list of all no charge service bulletin kits with respect to the Aircraft which were ordered by LESSEE from Manufacturer or Engine Manufacturer, (k) current Engine disk sheets, (l) last Engine shop visit reports, (m) takeoff and cruise trend reports for the last 12 months, (n) a report of total flights for each route (by city pair) on which each Engine was operated for the 12 months prior to the date on which LESSEE provides such report to LESSOR, (o) an Engine Redelivery Report furnished with respect to each Engine by the Engine Manufacturer and (p) any other data which is reasonably requested by LESSOR. For avoidance of doubt, the delivery of the Technical Evaluation Report by LESSEE will not limit or otherwise prejudice LESSOR's right to inspect the Aircraft pursuant to Article Error! Reference source not found..

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**22.4** **Return Location.** LESSEE at its expense will return the Aircraft, Engines, APU, Parts and Aircraft Documentation to LESSOR at [REDACTED]. LESSOR and LESSEE agree to cooperate reasonably in selecting a redelivery location so as to lawfully reduce or eliminate any taxes or Taxes arising from return of the Aircraft.

**22.5** **Full Aircraft Documentation Review.** For the period commencing at least [REDACTED] prior to the proposed return date and continuing until the date on which the Aircraft is returned to LESSOR in the condition required by this Lease, LESSEE will provide for the review of LESSOR or its representatives all of the Aircraft records and historical documents described in Exhibit M together with the original of the Aircraft Certificate of Registration issued by the Mexican Aeronautic Registry and a copy of the importation document (pedimento de importación) issued by the Customs Authority of Mexico, in one central room with access to telephone, photocopy, fax and internet connections at the Aircraft return location. At the commencement of such period, any such Aircraft records and historical documents that have been maintained in an Electronic Records Format will be provided to LESSOR in CD format or other electronic format acceptable to LESSOR, and LESSOR or its representatives will be able to electronically access and download any such Aircraft records or historical documents from such time until the return of the Aircraft to LESSOR.

**22.6** **Maintenance Policies and Procedures Manuals.** At return of the Aircraft and at LESSOR's request for the purposes of bridging and demonstrating to the next operator and its aviation authority how the Aircraft has been maintained, LESSEE will provide LESSOR with copies of its Maintenance Program (together with cross-references to each applicable MPD task), general maintenance manual, general policies and procedures manual, or their equivalents, and any other related controlled documentation which affects the Aircraft. Recognizing that LESSEE's maintenance policies and procedures manuals are proprietary to LESSEE, LESSOR agrees that they will be only utilized as set forth in Article 12.12 and this Article 22.6.

**22.7** **Aircraft Inspection.**

**22.7.1** During the maintenance checks performed prior to the proposed return date and at the actual return of the Aircraft, LESSOR or its representatives will have an opportunity to observe functional and operational system checks, perform a visual inspection of the Aircraft (taking into account the Aircraft type, age, use and other known factors with respect to the Aircraft) and perform a full inspection of the Aircraft Documentation (including records and manuals), all to LESSOR's satisfaction, it being understood that any inspection by LESSOR, its authorized agents or representatives during a "C" or equivalent check will be carried out on a timeline consistent with the work schedule and will not require the opening of panels not required to be opened by the workscope for such check. Any deficiencies from the Aircraft return condition requirements set forth in this Article 22 will be corrected by LESSEE at its cost prior to return of the Aircraft.

**22.7.2** Following the performance of the Return Check (pursuant to Article 22.10.1) and immediately prior to the video borescope (pursuant to Article 22.10.6) and the return of

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the Aircraft to LESSOR, LESSEE will carry out for LESSOR and/or LESSOR's representatives an Aircraft acceptance flight which will be for not less than one hour and not more than two hours in which standard revenue flight profiles are demonstrated. Flight costs and fuel will be furnished by and at the expense of LESSEE. Any deficiencies from the Aircraft return condition requirements set forth in this Article 22 will be corrected by LESSEE at its cost prior to return of the Aircraft.

**22.8** **Certificate of Airworthiness Matters.** The Aircraft will possess a current Certificate of Airworthiness issued by the Aviation Authority (although this Certificate of Airworthiness may later be replaced by an Export Certificate of Airworthiness or equivalent if requested by LESSOR pursuant to Article 22.13). In addition, even if LESSEE must perform engineering, maintenance and repair work on the Aircraft beyond the requirements of Article 12, the Aircraft at return must be in the condition required in order to meet the requirements for issuance of a U.S. Standard Certificate of Airworthiness for transport category aircraft issued by the FAA in accordance with FAR Part 21 and, in addition, to meet the operating requirements of FAR Part 121 (as in effect on the Delivery Date).

**22.8.2** At LESSOR's request, LESSEE at its cost will demonstrate that the Aircraft meets the requirements for issuance of a U.S. Standard Certificate of Airworthiness for transport category aircraft specified in Article 22.8.1 by delivering to LESSOR at LESSOR's option either an actual U.S. Standard Certificate of Airworthiness (if the Aircraft is to be registered in the U.S.) or a letter acceptable to LESSOR signed by an FAA Designated Airworthiness Representative (DAR) or another Person acceptable to LESSOR stating that the DAR or such Person has inspected the Aircraft and Aircraft Documentation (including records and manuals) and has found that the Aircraft meets the requirements for issuance of a U.S. Standard Certificate of Airworthiness for transport category aircraft in accordance with FAR Part 21 and, in addition, meets the operating requirements of FAR Part 121.

**22.8.3** If the Aircraft is to be registered in a country other than the U.S. after return from LESSEE, LESSOR may in its sole discretion waive the requirements of Article 22.8.2 and instead require that LESSEE at its expense (to the extent such expense is no greater than that which LESSEE would have incurred pursuant to Articles 22.8.1 and 22.8.2, with any additional expenses being for LESSOR's account) put the Aircraft in a condition to meet the requirements for issuance of a Certificate of Airworthiness of the aviation authority of the next country of register, it being understood that LESSOR will define any such requirements and provide LESSEE with the required workscope and parts.

**22.9** **General Condition of Aircraft at Return.**

**22.9.1** The Aircraft, Engines, APU and Parts will have been maintained and repaired in accordance with the Maintenance Program, the rules and regulations of the Aviation Authority and this Lease.

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**22.9.2** If any Part installed on the Airframe, any Engine or the APU at return was not installed at Delivery, then such Part will have met the requirements of Articles 12.3.9 and 12.4.1 at the time of installation.

**22.9.3** The requirements of Articles 12.2.2 and 12.4.2 will have been met with respect to the installation of OEM Parts during the Lease Term.

**22.9.4** Aircraft Documentation (including records and manuals) will have been maintained in English (except for the cabin rectification log book which may be maintained and returned in Spanish, provided that upon [REDACTED] written notice from LESSOR, LESSEE will translate the same into English if required by the next operator of the Aircraft), in an Electronic Records Format and in an up to date status, all in accordance with the rules and regulations of the Aviation Authority and this Lease and in a form necessary in order to meet the requirements of Article 22.8.1. The records and historical documents set forth in Exhibit M will be in English. If LESSEE subscribes to Manufacturer's on line data access services, LESSEE must nonetheless return the Aircraft manuals with all current revisions provided by Manufacturer in CD or other electronic format acceptable to LESSOR.

**22.9.5** All hard time and life limited Parts which are installed on the Aircraft will have an FAA Form 8130-3 or EASA Form 1 evidencing the airworthiness of such Part at the time of installation on the Aircraft. In the case of life limited Parts, the documentation will also state the total Flight Hours, Cycles or calendar days, as applicable, since new and will demonstrate back-to-birth traceability. In the case of hard time Parts, the documentation will also state the time since last Overhaul or refurbishment, will have a reference to the relevant section of the Component Maintenance Manual under which the Part underwent Overhaul or refurbishment, as applicable, and will identify the FAA-approved repair agency or EASA-approved repair agency, as applicable, which performed the last Overhaul or refurbishment.

**22.9.6** All Parts other than those referred to in Article 22.9.5 installed on the Aircraft will have a Serviceable Tag or will be listed in the OEM installation documents such as the Aircraft Readiness Log.

**22.9.7** The Aircraft will be in the same working order and condition as at Delivery (subject to the other provisions of this Article 22, reasonable wear and tear from normal flight operations excepted), with all pilot discrepancies and deferred maintenance items cleared on a terminating action basis. The operating weights of the Aircraft and the engine thrust rating for each Engine will be the same (or higher than) as at Delivery.

**22.9.8** The Aircraft will be airworthy, conform to type design and be in a condition for safe operation, with all Aircraft equipment, components and systems operating in accordance with their intended use and within limits approved by Manufacturer, the Aviation Authority and the FAA.

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**22.9.9** The Aircraft interior (including cabin and windows) and exterior will be clean, with all compartments free of foreign objects. The Aircraft will be substantially free of dirt, grease, fluids, stains, grime, cracks, tears and rips, consistent with worldwide commercial airline standards for used aircraft at completion of a check equivalent to the Return Check.

**22.9.10** No special or unique Manufacturer, Engine Manufacturer or Aviation Authority inspection or check requirements which are specific to the Aircraft or Engines (as opposed to all aircraft or engines of their types) will exist with respect to the Airframe, Engines and Aircraft equipment, components and systems.

**22.9.11** All repairs to the Aircraft will have been accomplished in accordance with Manufacturer's Structural Repair Manual (or FAA-approved data supported by an FAA Form 8110-3 or FAA Form 8100-9)

**22.9.12** All Modifications to the Aircraft (including any Modification supported by a supplemental type certificate) will have been accomplished in accordance with FAA-approved data supported by an FAA Form 8110-3, FAA Form 8100-9 or FAA supplemental type certificate. All Modifications will be incorporated into the applicable Manufacturer's manual.

**22.9.13** The Aircraft will be returned with LESSOR's Engines and APU installed and with the same equipment as at Delivery, subject only to those replacements, additions and Modifications permitted under this Lease. For the avoidance of doubt, LESSEE will not be required to return emergency medical kits or defibrillators with the Aircraft. To the extent LESSEE performed a Modification which cost in excess of [REDACTED] and LESSOR did not approve such Modification in accordance with Article 12.9.1, LESSOR may require LESSEE to return the Aircraft in its original condition prior to such Modification.

**22.9.14** All Airworthiness Directives which are issued prior to the date of return of the Aircraft and which require compliance [REDACTED] (the "**LESSEE AD Compliance Period**") will have been complied with on the Aircraft at LESSEE's cost as follows:

- (a) all such Airworthiness Directives for which terminating action is due within the LESSEE AD Compliance Period will have been accomplished by performing the terminating action; and
- (b) all such Airworthiness Directives for which terminating action is not due within the LESSEE AD Compliance Period will have been accomplished at the highest level of inspection or modification possible short of terminating action.

**22.9.15** All Modifications which must be performed [REDACTED] in order to meet the FAA requirements for FAR Part 121 (as in effect on the Delivery Date) operations will have been incorporated on the Aircraft at LESSEE's cost.

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**22.9.16** The Aircraft will be in compliance with Manufacturer's Corrosion Prevention and Control Program (CPCP) specified for the model type by Manufacturer and LESSEE will provide LESSOR with documentation substantiating such compliance.

**22.9.17** If any waivers, deviations, dispensations, alternate means of compliance, extensions or carry overs with respect to maintenance or operating requirements, repairs or Airworthiness Directives are granted by the Aviation Authority or permitted by the Maintenance Program, LESSEE at its sole cost and expense will nonetheless perform such maintenance or operating requirements, repairs or Airworthiness Directives as if such waivers, deviations, dispensations, alternate means of compliance, or extensions or carry overs did not exist. For avoidance of doubt, any correcting damage exceeding SRM limits will be deemed acceptable under this Article 22.9.17 if documented with an FAA 8110-3 or 8100-9.

**22.9.18** The Aircraft will be free from any Security Interest except LESSOR's Liens and no circumstance will have so arisen whereby the Aircraft is or could become subject to any Security Interest or right of detention or sale in favor of the Aviation Authority, any airport authority, Eurocontrol or any other authority or Government Entity.

**22.9.19** All no charge vendor and Manufacturer's service bulletin kits received by LESSEE for the Aircraft but not installed thereon will be on board the Aircraft as cargo. All no charge vendor and Manufacturer's service bulletin kits ordered by LESSEE but not yet received will, upon receipt by LESSEE and at LESSEE's cost, be forwarded as instructed by LESSOR. At LESSOR's request, any other service bulletin kit which LESSEE paid for will also be delivered to LESSOR on board the Aircraft, but LESSOR will reimburse LESSEE for its actual out-of-pocket costs for such kit, unless LESSEE purchased such kit as part of its implementation program of a service bulletin on its fleet of aircraft of the same type as the Aircraft but had not yet installed such kit on the Aircraft, in which case such kit will be furnished free of charge to LESSOR.

**22.9.20** The Aircraft will be free of any leaks which are found to be outside Manufacturer's maintenance manual limits and any damage resulting therefrom. All repairs will have been performed on a permanent basis in accordance with the applicable Manufacturer's instructions.

**22.9.21** The Aircraft fluid reservoirs (including oil, oxygen, hydraulic and water) will be serviced to full and the waste tank serviced in accordance with Manufacturer's instructions. Fuel tanks will be at least as full as at Delivery.

**22.9.22** If LESSEE complies with Aviation Authority or Maintenance Program requirements by means of sampling within its fleet, LESSEE will, prior to return of the Aircraft, perform all required work on the Aircraft as if such sampling had not occurred with respect to the Aircraft.

**22.10** **Checks Prior to Return.** Following removal of the Aircraft from revenue



service and prior to return of the Aircraft to LESSOR, LESSEE at its expense will do each of the following:

**22.10.1** LESSEE will have the Return Check performed by a Maintenance Performer. LESSEE also agrees to perform during the Return Check any other work reasonably requested by LESSOR (and not otherwise required under this Lease) and LESSOR will reimburse LESSEE for performing such LESSOR requested work based on LESSEE's out-of-pocket and unburdened labor and material costs, including, for avoidance of doubt, any costs designated as to be at LESSOR's expense pursuant to Article 22.8.3 provided that LESSOR has provided its requirements in a reasonably timely manner.

**22.10.2** LESSEE will remove LESSEE's exterior markings, including all exterior paint, by stripping (or, at LESSOR's option, pneumatically sanding) the paint from the fuselage, vertical stabilizer, horizontal stabilizer, wings and Engine cowlings, and clean, reseal, refinish, prepare (including application of alodine or another corrosion inhibitor) and prime the surfaces to be painted, all in accordance with Manufacturer's and paint manufacturer's recommendations. LESSEE will then repaint the fuselage, vertical stabilizer, horizontal stabilizer, wings and Engine cowlings in the colors and logo specified by LESSOR, subject to LESSEE having received the necessary livery drawings no fewer than [REDACTED] prior to commencement of the Return Check. Such painting will be accomplished in such a manner as to result in a uniformly smooth and cosmetically acceptable aerodynamic surface. All external placards, signs and markings will be properly attached, free from damage, clean and legible. After painting, the Aircraft will be weighed.

**22.10.3** LESSEE will clean the exterior and interior of the Aircraft. LESSEE will also remove all visible LESSEE logos, nameplates and other LESSEE identification from the interior of the Aircraft, with removal accomplished in a way which returns the Aircraft to the condition in which the Aircraft would have been if such identification had not been installed, fair wear and tear excepted.

**22.10.4** If reasonably required by LESSOR, LESSEE will repaint by touch up the interior of the Aircraft, including flight deck, and replace missing, broken or illegible placards.

**22.10.5** In accordance with Article 22.9.11, LESSEE will permanently repair damage to the Aircraft that exceeds Manufacturer's limits and replace any non-flush structural patch repairs installed on the Aircraft during the Lease Term with permanent flush-type repairs, in each case with no further inspection requirements other than the Category B inspection requirement of Manufacturer. If Manufacturer's Structural Repair Manual does not contain a permanent flush repair scheme for a particular type of damage, LESSEE will obtain a permanent flush repair scheme from Manufacturer (including an FAA Form 8110-3 or FAA Form 8100-9) and perform the permanent flush repair recommended by Manufacturer; provided that, if Manufacturer does not provide a permanent flush repair scheme or recommends against performance of a permanent flush repair for any reason, LESSEE may return the Aircraft with a permanent non-flush structural patch repair.

**22.10.6** [INTENTIONALLY OMITTED].

**22.10.7** With LESSOR and/or its representatives present, LESSEE, at LESSOR's sole cost, will cause each Thrust Reverser Half to be inspected by a qualified third-party vendor or the component manufacturer of the Thrust Reversers pursuant to the AMM. LESSEE, at LESSEE's sole cost, will correct any discrepancies in accordance with the guidelines set out by the component maintenance manual which may be discovered during such inspection.

**22.10.8** Immediately following completion of the acceptance flight as set forth in Article 22.7.2 and immediately prior to the return of the Aircraft to LESSOR, and with LESSOR and/or its representatives present, LESSEE will perform a full and complete hot and cold section video borescope on each Engine and its modules in accordance with Manufacturer's aircraft maintenance manual.

**22.10.9** With LESSOR and/or its representatives present, LESSEE will accomplish a power assurance run on the Engines in accordance with Manufacturer's aircraft maintenance manual. LESSEE will record the Engine power assurance test conditions and results on the Return Acceptance Receipt.

**22.10.10** LESSEE will provide evidence to LESSOR's reasonable satisfaction that the Engine historical and technical records, borescope inspection, trend monitoring and power assurance run do not reveal any condition which would cause the Engines or any module to be unserviceable, beyond serviceable limits or serviceable with an increased frequency of inspection or with calendar time, Flight Hour or Cycle restrictions under Manufacturer's aircraft maintenance manual. LESSEE will correct any discrepancies in accordance with the guidelines set out by Manufacturer (or Engine Manufacturer, if no Manufacturer guidelines are available) which may be discovered during such inspection.

**22.10.11** In the event the Engine historical and technical records, borescope inspection, trend monitoring and other checks specified in Article 22.10.9 result in a dispute regarding the conformity of an Engine with the requirements of this Article 22, LESSEE and LESSOR will consult with Engine Manufacturer and follow Engine Manufacturer's recommendations (including the accomplishment of an Engine test cell operational check) with regard to determining if such Engine complies with the requirements of this Article 22 and the manner in which any discrepancies from the requirements of this Article 22 will be rectified.

**22.10.12** Unless the APU is returned with [REDACTED] APU Hours consumed since the last completed medium repair to the power section, with LESSOR and/or its representatives present, LESSEE will perform an APU condition test in accordance with Manufacturer's aircraft maintenance manual and a complete hot and cold section video borescope on the APU. LESSEE will provide evidence to LESSOR's reasonable satisfaction that the APU condition test and borescope inspection do not reveal any condition which would cause the APU to be unserviceable, beyond serviceable limits or serviceable with an increased frequency of inspection or with calendar time, Flight Hour or Cycle restrictions. LESSEE will correct any



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discrepancies in accordance with the guidelines set out by the manufacturer of the APU which may be discovered during such test or inspections.

**22.11** **Part Lives.** At return, the condition of the Aircraft will be as follows:

**22.11.1** The Aircraft will have [REDACTED] Flight Hours consumed since the Return Check (excluding Flight Hours consumed on the acceptance flight). In addition, where an Airframe Major Check was not performed at the Return Check, LESSEE will pay LESSOR an amount equal to the number of full calendar months consumed on the Aircraft at return since Delivery (or if, such Airframe Major Check was performed since Delivery, since the date of performance of such Airframe Major Check) multiplied by an Airframe Major Check cost calculated as follows:

such Airframe Major Check cost will be the quotient obtained by dividing (i) [REDACTED] by (ii) [REDACTED]. For avoidance of doubt, [REDACTED].

**22.11.2** Each Engine will meet all of the following:

(a) Each Engine will have at least [REDACTED] Flight Hours remaining to operate until its next anticipated removal (based on a review of the Engine historical and technical records, borescope inspection results, power assurance run results, trend monitoring data and the other checks specified in this Article 22). In addition, at return and for each Engine module, LESSEE will pay LESSOR an amount equal to the number of Flight Hours consumed on such Engine module at return since its last Module Performance Restoration multiplied by a Module Performance Restoration cost per hour for such module calculated as follows:

the Module Performance Restoration cost per hour for such module will be an amount equal to the product of (i) [REDACTED], multiplied by (ii) [REDACTED].

(b) Each Engine will have a remaining hot day takeoff EGT margin sufficient to permit the operation of such Engine for the Flight Hours set forth in the preceding subparagraph (based on a review of trend monitoring data).

(c) Each Part of an Engine which has a life limit will have at least [REDACTED] Cycles remaining to operate until its next removal per Engine Manufacturer's limit.

In addition, at return and for each life-limited Part within an Engine, LESSEE will pay LESSOR an amount equal to the product of (a) the quotient obtained by dividing (i) [REDACTED], multiplied by (b) [REDACTED].

(d) Without limiting Article 12.4, if a life limited Part installed on an Engine at Delivery was replaced during the Lease Term, then [REDACTED].

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**22.11.3** The APU will have at least [REDACTED] APU Hours remaining to operate until the next scheduled medium repair to the power section (including the compressor section) of the APU in accordance with the then-current Workslope Planning Guide of the APU manufacturer applicable to the APU based on the checks specified in Article 22.10.12 of the Lease.

In addition, at return, LESSEE will pay LESSOR an amount equal to the product of (i) [REDACTED], multiplied by (ii) [REDACTED].

**22.11.4** Each leg of the Landing Gear will have at least [REDACTED] remaining pursuant to the MPD until the next scheduled Overhaul or scheduled removal.

In addition, at return and for each leg of the Landing Gear, LESSEE will pay LESSOR an amount equal to the product of (i) the number of days or Cycles (whichever is more limiting) consumed on such leg of the Landing Gear at return since the last Overhaul (or, if never overhauled, since Delivery), multiplied by (ii) a Landing Gear Overhaul cost per day or Cycle (as applicable) for such leg calculated as follows:

such Landing Gear Overhaul cost price per day or Cycle (as applicable) for such leg will be the quotient obtained by dividing (i) [REDACTED] by (ii) [REDACTED].

**22.11.5** Each Part of the Airframe, Engine or APU which has a hard time limit pursuant to the MPD will have at least [REDACTED] of such hard time Part's full allotment of Flight Hours and Cycles remaining to operate until its next scheduled Overhaul or scheduled removal pursuant to the MPD. However, if [REDACTED] of such hard time Part's full allotment of Flight Hours and Cycles between scheduled Overhauls or scheduled removals pursuant to the MPD is less than [REDACTED] Flight Hours and [REDACTED] Cycles, then such hard time Part will be returned with [REDACTED] Flight Hours and [REDACTED] Cycles since Overhaul or last removal.

**22.11.6** Each life limited Part of the Airframe or the APU will have the greater of (a) at least [REDACTED] of such life limited Part's full allotment of Flight Hours and Cycles or (b) [REDACTED] Flight Hours and [REDACTED] Cycles remaining to operate until its next scheduled replacement pursuant to the MPD (in case of an Airframe life limited Part) or the limit of the manufacturer of the APU (in case of an APU life limited Part). However, if such life limited Part's full allotment of Flight Hours and Cycles remaining to operate is less [REDACTED] Flight Hours and [REDACTED] Cycles, then such life limited Part will be returned with [REDACTED] of its total approved Flight Hours and Cycles remaining.

**22.11.7** Without limiting Article 12.4, if a life limited Part installed on the Airframe (including the Landing Gear) at Delivery was replaced during the Lease Term, then [REDACTED].

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**22.11.8** Each Part which has a calendar time limit will have at least [REDACTED] remaining to operate until removal pursuant to the MPD. If a Part with a calendar time limit has a total approved calendar time remaining pursuant to the MPD of less than [REDACTED], then such Part will be returned with [REDACTED] of its total approved calendar time remaining until removal.

**22.11.9** Each Part installed on the Aircraft during the Lease Term (excluding life-limited Parts) will have total Flight Hours or total Cycles since new no greater than [REDACTED] of that of the Airframe where such a Part's total Flight Hours or total Flight Cycles can be ascertained.

**22.11.10** Each Landing Gear tire and brake will have at least [REDACTED] of its full life remaining (except for life consumed on the acceptance flight).

**22.11.11** Each half of each Thrust Reverser will be serviceable and operating within its intended limits in accordance with the Component Maintenance Manual issued by Manufacturer.

**22.11.12** LESSEE will pay to LESSOR any AD True Up Amount calculated in accordance with Section F of Schedule I.

**22.11.13** [REDACTED]

**22.12** **APU Exchange.** LESSEE may, by [REDACTED] written notice to LESSOR, elect to replace the APU at return of the Aircraft with an auxiliary power unit owned by an Affiliate of LESSOR and on lease to LESSEE in connection with a Boeing 787 aircraft or an auxiliary power unit owned and operated by LESSEE in connection with a Boeing 787-9 aircraft and in all cases meeting the requirements of this Article 22.12 (a "**Substitute APU**"), provided that such [REDACTED] notice will not be required when the APU does not meet the requirements of Article 22 and a Substitute APU is necessary to meet such requirements.

**22.12.1** Where a proposed auxiliary power unit is owned by LESSOR or an Affiliate of LESSOR, such auxiliary power unit must meet the following criteria to qualify as a Substitute APU under this Article 22.12. The auxiliary power unit must (a) meet the requirements for the aircraft model applicability as determined by Manufacturer and APU Manufacturer; (b) meet all of the requirements of the Lease, including but not limited to the requirements of this Article 22; and (c) must be of the same or better modification status as the original APU that it is replacing.

**22.12.2** Where a proposed auxiliary power unit is owned and operated by LESSEE, such auxiliary power unit must meet the following criteria to qualify as a Substitute APU under this Article 22.12. The proposed auxiliary power unit must: (a) meet all of the requirements of the Lease, including but not limited to the requirements of this Article 22, (b) be of the same or better modification status as the APU that it is replacing; (c) have full back-to-birth trace

documentation for all life limited Parts and back to last repair/overhaul trace for any other serialized or hard time parts installed thereon; and (d) be free of any Security Interests. LESSOR and LESSEE will discuss in good faith variances from the requirements of this Article 22.12.2 in exchange for compensation. LESSEE may, at the time it provides notice of an auxiliary power unit substitution under this Article 22.12.2, propose that LESSOR accept title to a proposed substitute auxiliary power unit directly from a third party that is leasing such auxiliary power unit to LESSEE. LESSOR's acceptance of such proposal will be subject to completion of diligence in respect of such third party to LESSOR's reasonable satisfaction and not otherwise unreasonably withheld.

**22.12.3** LESSEE will at its own expense cooperate with LESSOR to lawfully minimize any taxes arising from an APU exchange contemplated by this Article 22.12 (including but not limited to positioning the Substitute APU or original APU in a tax-favorable jurisdiction) and to implement any necessary transfer of title or amendments to the Lease. LESSEE will reimburse LESSOR for LESSOR's reasonable out-of-pocket costs incurred in effecting an exchange under this Article 22.12. Where the Substitute APU is owned by LESSEE, LESSEE will transfer to LESSOR good and marketable title thereto, free of all Security Interests, and warrant the same to LESSOR and its successors and assigns.

**22.13** **Export and Deregistration of Aircraft.** At LESSOR's request, LESSEE at its cost will (a) provide an Export Certificate of Airworthiness or its equivalent from the State of Registration and any other necessary documentation so that the Aircraft can be exported to the country designated by LESSOR, (b) assist with deregistration of the Aircraft from the register of aircraft in the State of Registration, (c) assist with arranging for prompt confirmation of such deregistration to be sent by the registry in the State of Registration to the next country of registration, (d) provide Lessor with certified copies of any customs declaration, waiver, certificate, release or equivalent evidencing the full payment of any duties due by LESSEE to the customs authorities in the State of Registration or the Habitual Base or any other applicable jurisdiction, (e) provide evidence issued by the Aviation Authority that the Aircraft has been removed from the Air Operator Certificate and concession of LESSEE, and (f) perform any other acts reasonably required by LESSOR in connection with the foregoing. If any Aircraft work which LESSEE is not otherwise required to perform hereunder, including engineering, is required in order to obtain such Export Certificate of Airworthiness, LESSEE will perform such work and LESSOR will reimburse LESSEE for such work at LESSEE's out-of-pocket and unburdened labor and material costs.

**22.14** **Delay in Return of Aircraft Due to LESSOR Work Requests.** LESSEE will not be required to pay Base Rent to LESSOR for any whole days that return of the Aircraft to LESSOR is delayed solely as a result of LESSOR's requests that additional work be performed over and above the work necessary to place the Aircraft in the condition required by this Article 22, including for avoidance of doubt work performed pursuant to Articles 22.8.3 and 22.10.1.

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**22.15** **LESSEE's Continuing Obligations.** In the event that LESSEE does not return the Aircraft to LESSOR on the Expiration Date and in the condition required by this Article 22 [REDACTED]:

**22.15.1** the obligations of LESSEE under this Lease will continue in full force and effect on a day to day basis until such return. This will not be considered a waiver of LESSEE's Event of Default or any right of LESSOR hereunder.

**22.15.2** Until such return, the Agreed Value will be an amount equal to the Agreed Value on the day the Aircraft should have been returned to LESSOR pursuant to this Lease.

**22.15.3** Without limiting LESSOR's rights and remedies under Article **Error! Reference source not found.** and except for a delay in return of the Aircraft for the reason set forth in Article 22.14, until such time as the Aircraft is returned to LESSOR and put into the condition required by this Article 22, LESSEE will continue to pay the Base Rent specified in Article 5.3 for each day from the Expiration Date until and including the earlier of the Termination Date or the day that is [REDACTED] after the Expiration Date. Commencing on the day that is [REDACTED] after the Expiration Date, instead of paying the Base Rent specified in Article 5.3, LESSEE will pay [REDACTED]x the amount of the Base Rent in effect on the Expiration Date for each day from the day immediately following the day that is [REDACTED] after the Expiration Date until and including the Termination Date. In determining the applicable Base Rent per day for purposes of this calculation, the Base Rent payable under Article 5.3.1 in respect of the month of the Lease Term in which the Expiration Date occurs will be prorated based on the actual number of days in the applicable month following the Expiration Date. Payment will be made upon presentation of LESSOR's invoice.

**22.15.4** LESSOR may elect, in its sole and absolute discretion, to accept the return of the Aircraft prior to the Aircraft being put in the condition required by this Article 22 and thereafter have any such non conformance corrected [REDACTED]. Any direct expenses incurred by LESSOR for such correction will be payable by LESSEE within [REDACTED] following the submission of a written statement by LESSOR to LESSEE, identifying the items corrected and setting forth the expense of such corrections. LESSEE's obligation to pay such amounts will survive the Termination Date.

**22.16** **Airport and Navigation Charges.** LESSEE will ensure that at return of the Aircraft any and all airport, navigation and other charges which give rise or may if unpaid give rise to any lien, right of detention, right of sale or other Security Interest in relation to the Aircraft, Engine, APU or any Part have been paid and discharged in full and will at LESSOR's request produce evidence thereof satisfactory to LESSOR.

**22.17** **Return Acceptance Receipt.** Upon return of the Aircraft in accordance with the terms of this Lease, LESSEE will prepare and execute two Return Acceptance Receipts in the form and substance of Exhibit K and LESSOR will countersign and return one such Return Acceptance Receipt to LESSEE, such counter-signature not be unreasonably withheld. In

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addition, LESSEE and LESSOR will execute a termination agreement (or similar document or certificate) for filing with the Aviation Authority or any other applicable Government Entity to obtain the deregistration of the Aircraft from the State of Registration and evidencing the termination of the leasing of the Aircraft in a form reasonably satisfactory to LESSOR and LESSEE. For avoidance of doubt, LESSEE's obligation to pay Base Rent (and if applicable any increased Base Rent due under Article 22.15.3) will terminate on [REDACTED].

**22.18** **Indemnities and Insurance.** The indemnities and insurance requirements set forth in Article 16 and Article 17, respectively, will apply to Indemnitees and LESSOR's representatives during return of the Aircraft, including the ground inspection and acceptance flight. With respect to the acceptance flight, LESSOR's representatives will receive the same protections as LESSOR on LESSEE's Aviation and Airline General Third Party Liability Insurance.

**22.19** **Storage.** At LESSOR's request, LESSEE will continue to lease the Aircraft under this Lease for a period not to exceed [REDACTED]. During this period, LESSEE will have no obligations under this Lease except, at LESSOR's cost, to park and store the Aircraft in accordance with Manufacturer's recommended short term storage program at one of LESSEE's principal maintenance facilities (or such other location as LESSOR and LESSEE may agree) and to maintain all insurance on the Aircraft. LESSEE will not utilize the Aircraft for any reason during this period.

**22.20** **Ferry Flight.** LESSOR may require LESSEE to operate a ferry flight of the Aircraft at the time of return to a location other than the location set forth in Article 22.4. If the Aircraft is not at the location set forth in Article 22.4 at the time that LESSOR advises LESSEE of the need for such ferry flight, [REDACTED].

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**SCHEDULE 3**  
**FORM OF BANKRUPTCY COURT ORDER**

**Exhibit G**  
**GE Order**



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

**In re:**

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

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 20-11563 (SCC)**

**(Jointly Administered)**

**ORDER AUTHORIZING THE DEBTORS TO ENTER INTO AMENDED ENGINE  
MAINTENANCE AGREEMENTS WITH GE ENGINE SERVICES, LLC  
AND CFM INTERNATIONAL, INC. AND GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)<sup>2</sup> of Grupo Aeroméxico, S.A.B. de C.V. (“**Grupo Aeroméxico**”) and its affiliates that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”) for entry of an order (this “**Order**”) seeking, among other things, authorization, pursuant to sections 362, 363, 365, 1107 and 1108 and other applicable sections of the title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”), and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedures, for, among other things: (a) the assumption by Aerovías de México, S.A. de C.V. (“**Aerovías**”) of that certain Purchase Agreement No. PA-03813 dated November 5, 2012 between Aerovías and The Boeing Company (“**Boeing**”), as amended, modified or supplemented from time to time, including by that certain Letter Agreement No. AMX-LA-1907974 dated December 30, 2019, as amended by that certain Amendment to Letter Agreement No. AMX-LA-1907974 entered into between Aerovías and

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<sup>1</sup> 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.

<sup>2</sup> Each capitalized term used herein but not otherwise defined herein shall have the meaning ascribed to it in the Motion.

Boeing on or about the date hereof (collectively, and including the related Aircraft General Terms Agreement AGTA-AMX, the “**Amended Boeing Agreement**”), which contemplates Aerovías taking delivery of certain remaining undelivered Boeing model 737 MAX aircraft and (b) the assumption by Aerovías of certain engine maintenance agreements, including the General Terms Agreement No. CFM-02-0016 dated April 23, 2003, between Aerovías and CFM International, Inc. (“CFM”) and all related letter agreements and amendments thereto, the OnPoint Solutions Engine Services Agreement No. 1-2693647581-A dated November 30, 2017 between Aerovías and CFM and all related letter agreements and amendments thereto, the OnPoint Solutions Engine Services Agreement No. 1-269734502-0, dated November 7, 2006, between GE Engine Services, LLC (“GEES”) and Aerovías, and all related letter agreements and amendments thereto, and the General Terms Agreement No. 1-266413105 dated November 16, 2006 between General Electric Company (“GE”), GEES and Aerovías, each of the foregoing as amended on or about the date hereof (collectively, the “**Engine Maintenance Agreements Amendments**,” and, the existing engine maintenance agreements, as amended, the “**Engine Maintenance Agreements**”), with GE Engine Services, LLC and CFM International, Inc. (the “**Engine Maintenance Counterparties**”), and as set forth more fully in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion and held a hearing (the “**Hearing**”) to consider the relief requested in the Motion; and upon the record of the Hearing; and the Court

having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and the Court having determined the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor;;

IT IS HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth herein.
2. The Engine Maintenance Agreements Amendments, all the terms and conditions thereof, and all the transactions and agreements contemplated thereby or embodied therein, are approved in all respects.
3. The Debtors are authorized (but not directed) to enter into, and perform their obligations under, the Engine Maintenance Agreements Amendments, and the Debtors are authorized to execute, deliver, implement, and fully perform any and all obligations, instruments, documents, and papers, and to take any and all actions reasonably necessary or appropriate to perform all obligations contemplated under the Engine Maintenance Agreements.
4. The Debtors are authorized (but not directed) to enter into, and perform their obligations under, all exhibits, addenda, and other agreements contemplated by the Engine Maintenance Agreements Amendments.
5. The Debtors are further authorized to assume, under section 365(a) of the Bankruptcy Code, the Engine Maintenance Agreements, as amended by the Engine Maintenance Agreements Amendments.
6. The automatic stay under section 362 of the Bankruptcy Code is vacated and modified to the extent necessary to implement the terms and conditions of the Engine Maintenance

Agreements Amendments. Upon the occurrence of any material event of default under the Engine Maintenance Agreements, Engine Maintenance Counterparties may file with the Court, and deliver to the Debtors and the Committee, a written notice (a “**Termination Notice**”) effective as of five (5) business days after its filing and delivery (the “**Remedies Period**”). Upon the expiration of the Remedies Period, the automatic stay in the above-referenced chapter 11 cases shall be deemed lifted and Engine Maintenance Counterparties may undertake any remedies and enforcement actions provided for under the Engine Maintenance Agreements without need for any authorization from the Court or further notice (other than as expressly provided for under the Engine Maintenance Agreements). During the Remedies Period, the Debtors or the Committee may seek an emergency hearing before this Court at which either may contest the fact that a material event of default under the Engine Maintenance Agreements has occurred and is continuing. The Remedies Period shall automatically extend to the conclusion of such a hearing and the issuance of a ruling on the matters contested thereat.

7. The cure (as defined in section 365(b) of the Bankruptcy Code) due upon assumption of the Engine Maintenance Agreements will be \$0.00. GE and GEES shall have an allowed non-priority general unsecured claim in the amount of \$15,169,648.02 against Aerovías in full and final satisfaction of all prepetition claims asserted by GE and GEES (the “**GE/GEES Allowed Claim**”). CFM shall have an allowed non-priority general unsecured claim in the amount of \$323,823.75 against Aerovías in full and final satisfaction of all prepetition claims asserted by CFM (the “**CFM Allowed Claim**”). Promptly following entry of this Order, (a) GE and GEES, and (b) CFM may, if they so elect, file amended proof(s) of claim aggregating up to the foregoing respective amounts and such shall be accorded the allowance and treatment set forth herein. Upon the entry of this Order, the GE/GEES Allowed Claim and the CFM Allowed Claim shall not be

(either directly or indirectly) (y) subject to any challenge, objection, reduction, subordination, counterclaim or offset for any reason and (z) subject to any objection, subordination, avoidance or recovery actions under Sections 502(d), 510, 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code. Any chapter 11 plan of reorganization filed by the Debtors shall afford such claims treatment that is no worse than the treatment given to the non-priority unsecured claims of any other aircraft or engine lessor whose claims run solely against Aerovías.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

9. Notwithstanding Bankruptcy Rule 6004(h), this Order is immediately effective and enforceable upon its entry.

10. Notwithstanding any Bankruptcy Rule, the Local Bankruptcy Rules for the Southern District of New York, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

11. The Debtors and the Clerk of this Court are authorized to take, or refrain from taking, any action necessary or appropriate to implement the terms of, and the relief granted in, this Order without seeking further order of the Court.

12. While the above referenced chapter 11 cases are pending, this Court shall retain exclusive jurisdiction over any and all matters arising from or related to the implementation, interpretation, and enforcement of this Order, the Engine Maintenance Agreements Amendments, and the Engine Maintenance Agreements.

Dated: \_\_\_\_\_, 2021  
New York, New York

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THE HONORABLE SHELLEY C. CHAPMAN  
UNITED STATES BANKRUPTCY JUDGE

**Annex 1**

**Amendment No. 1 to Letter Agreement No. 02 to CFM GTA**

The Power of Flight



**AMENDMENT NO. 1 to  
LETTER AGREEMENT NO. 02  
TO GTA No. CFM-02-0016**

**THIS AMENDMENT N°1** (this "Amendment") is entered into by and between Aerovías de México, S.A. de C.V., sociedad anónima de capital variable organized under the laws of Mexico (hereinafter individually referred to as "Airline"), and CFM International, Inc. ("CFM"), a corporation organized under the law of the State of Delaware, U.S.A. Airline and CFM are also referred to in this Amendment collectively as the "Parties" or individually as a "Party."

**WHEREAS**, the Parties have entered into a General Terms Agreement No. CFM-02-0016 dated April 23, 2003 ("GTA"), a Letter Agreement n°01 signed on April 23, 2003, as amended ("Letter Agreement n°01") and a Letter Agreement n°02 signed on June 06, 2013, as amended ("Letter Agreement n°02") (collectively the "Agreement") which contains the terms and conditions, amongst other things, applicable to the sale by CFM and the purchase by the Airline of certain CFM56-7B powered Boeing 737-700 Aircraft and certain LEAP-1B powered Boeing 737MAX7/8/9 aircraft direct from Airframe Manufacturer; and

**WHEREAS**, Letter Agreement n°02 contains terms and conditions pertaining to the purchase by Airline of [REDACTED], LEAP-1B powered Boeing 737MAX7/8/9 aircraft (the "Aircraft") direct from Airframe Manufacturer and a minimum of [REDACTED] LEAP-1B spare engines;

**WHEREAS**, [REDACTED], Airline has expressed the need to reduce the quantity of deliveries and restructure the Agreement pertaining to the LEAP-1B Engines.

**NOW THEREFORE**, in consideration of the foregoing premises and of the mutual covenants and conditions contained herein, and other good and valuable consideration, receipt and sufficiency of which are acknowledged and agreed, the Parties agree to the revision of the Letter Agreement n°02 as set forth below.

The revisions set forth herein are effective as of the Assumption Date.

Capitalized terms used, and terms otherwise defined, in this Amendment shall have the meaning assigned to them under the Agreement.

1. Parties agree to delete Section 1 and 3 of the Letter Agreement n°02 and replace them with the following. Section 2 shall remain unchanged:
  - (1) *Airline has agreed to purchase and take delivery of a total of [REDACTED] (the "Aircraft"), [REDACTED] of which have already been delivered to Airline, direct from Airframe Manufacturer in accordance with the delivery schedule set forth in Attachment A hereto (the "Aircraft Delivery Schedule"). The Parties acknowledge that, while delivery dates may not occur after the dates set forth in Attachment A, the actual delivery dates for the Aircraft are subject to change from time to time and revisions to the delivery dates for the Aircraft may result in revised delivery dates for spare Engines (bearing in mind the requirement to maintain the installable spare Engine to installed Engine ratio as described below). If delivery dates for spare Engines are so revised, the commencement of payment for such spare Engines will be adjusted accordingly.*
  - (3) *Airline agrees to purchase and take delivery of a minimum of [REDACTED] LEAP-1B spare Engines from CFM according to the delivery schedule set forth in Attachment A hereto (as potentially revised in accordance with paragraph 1 above, the "Spare Engine Delivery Schedule") and thereafter agrees to maintain an installable spare Engine to installed Engine*



ratio of not less than [REDACTED] rounded to the next whole Engine in support of its fleet size during the term of the Agreement. Airline shall purchase and take delivery of spare Engines with thrust ratings in the same proportion that it purchases Aircraft with Engines with such thrust; provided, that if Airline maintains the proportion set forth in the immediately preceding sentence, Airline may intermix rating plugs.

3.1 Airline shall purchase (a) the first (1st) spare Engine [REDACTED], (b) the second (2<sup>nd</sup>) spare Engine before [REDACTED].

3.2 CFM agrees to adjust the Spare Engine Ratio contingent upon the addition of Aircrafts to the Agreement as described in following table:

Spare Engine Ratio adjustment			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Aircraft number	[REDACTED]	[REDACTED]	[REDACTED]
Spare Engine number	[REDACTED]	[REDACTED]	[REDACTED]
Spare Engine Ratio	[REDACTED]	[REDACTED]	[REDACTED]
Minimum Spare Engine level	[REDACTED]	[REDACTED]	[REDACTED]

Minimum Spare Engine level based on the Spare Engine Ratio rounded to the next whole.

2. Parties agree to delete Section 3(A)(i) (Spare Engine Allowance) and (iv) (Spare Engine Escalation Cumulative Cap) of Letter Agreement n°02 and replace them with the following:

**(i) Spare Engine Allowance**

For each of the [REDACTED] new firm Boeing 737 MAX8 Aircraft delivered to Airline as set forth in the Aircraft Delivery Schedule, CFM agrees to provide Airline an allowance in the amount of [REDACTED] For each of the [REDACTED] new firm Boeing 737 MAX9 Aircraft delivered to Airline as set forth in the Aircraft Delivery Schedule, CFM agrees to provide Airline an allowance in the amount of [REDACTED] For each of the twenty-six (26) new firm Boeing 737 MAX7 Aircraft delivered to Airline as set forth in the Aircraft Delivery Schedule, CFM agrees to provide Airline an allowance in the amount of [REDACTED]

Such allowances are subject to [REDACTED]. Such allowance will be earned by Airline upon delivery of each shipset of Engines to the Airframe Manufacturer consistent with the Aircraft Delivery Schedule and is subject to the Escalation Cap set forth in paragraph A(iv) below. Allowances may only be applied by Airline towards [REDACTED]. The applicable invoice to Airline shall reflect application of the allowance. [REDACTED].

Such allowances may be made available [REDACTED]

[REDACTED]

[REDACTED]

If Airline cancels delivery of an Aircraft pursuant to the rights granted to Airline under its purchase agreement with the Airframe Manufacturer, because the Aircraft fails to meet specific mission guarantees, the Parties shall renegotiate the per-Aircraft allowances and the escalation caps provided in this Letter Agreement. In addition, should the Airframe Manufacturer cancel delivery of an Aircraft (other than as a result of a default by Airline under the purchase agreement), the per-Aircraft allowances previously received by Airline from CFM and to be received upon Aircraft delivery in the future shall be unaffected.

**(iv) [REDACTED]**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. Section C [REDACTED] of Letter Agreement n° 02 shall be deleted in its entirety and replaced by the following:

[REDACTED]

4. The first paragraph of Section D ([REDACTED]) of Letter Agreement n°02 shall be deleted in its entirety and replaced by the following:

*CFM agrees to provide the following [REDACTED] to Airline in support of Airline's fleet of up to [REDACTED] firm Aircraft and [REDACTED] spare Engines pursuant to this Letter Agreement. These [REDACTED] are subject to (i) the Limitation of Liability provisions set forth in the GTA, (ii) the General Conditions set forth in Section II of Exhibit A to the GTA and (iii) to the Basis and Conditions for [REDACTED] set forth in Attachment B hereto. Terms which are capitalized but not otherwise defined herein shall have the meanings ascribed to them in Article I of the GTA. [REDACTED]*

5. Item 7 ([REDACTED]) of Section D ([REDACTED]) [REDACTED]:

7. [REDACTED]

[REDACTED]

[REDACTED]

6. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8. Attachment A (Aircraft Delivery Schedule) of Letter Agreement No. 02 shall be deleted in its entirety and replaced by the Attachment A hereto.

9. Section 1 ([REDACTED]) of Attachment E ([REDACTED]) of Letter Agreement No. 02 shall be deleted in its entirety and replaced by the following:

1. [REDACTED]

*Any allowance described herein applies only to the [REDACTED] new firm 737MAX7/8/9 aircraft (together or individually the "Aircraft") equipped with new LEAP 1B engines (together or individually the "Engines") purchased by Airline directly from the Aircraft Manufacturer. Allowances described herein do not apply to aircraft equipped with buyer-furnished engines, Aircraft that have been the subject of a previous CFM proposal or offer, or, Aircraft that have been previously sold or otherwise acquired through resale, lease, transfer, trade or exchange. [REDACTED]*

10. Section 4 ([REDACTED]) of Attachment E ([REDACTED]) of Letter Agreement No. 02 shall be deleted in its entirety and replaced by the following:

*4. Adjustment of [REDACTED]*

*The total allowances, of any nature, described herein are contingent upon Airline accepting delivery of a minimum of [REDACTED] LEAP-1B installed engines and [REDACTED] spare Engines ("Minimum Number of Engines") for delivery during the Delivery Period. If Airline has canceled or otherwise failed to accept delivery of one or more of the required minimum number of Aircraft or Minimum Number of Engines within the Delivery Period, the allowances will be adjusted as follows: [REDACTED]*

*Adjustment of allowances in accordance with the above formula may be made by CFM prospectively to take into account Aircraft cancellations. In any case, Airline agrees to promptly reimburse CFM for any allowance overpayments determined to have been made at the application of the adjustment formula set forth above [REDACTED]*

11. Parties agree to add the following to the end of Section 7 ([REDACTED]) of the Attachment E ([REDACTED]) of Letter Agreement No. 02:

*[REDACTED]*

*[REDACTED]*

12. The first paragraph of the Attachment G ([REDACTED]) shall be deleted in its entirety and replaced by the following:

*- Fleet average base point for [REDACTED] shall be an average of the first 60 days of revenue services operations of each Engine [REDACTED]. For a valid base, the standard deviation for each Engine of the calculated [REDACTED] must not exceed [REDACTED]*

13. Assumption and Court Approvals; Prepetition Debt. The effectiveness of this Amendment shall be conditioned upon Airline securing from the Court an order granting assumption of this Amendment and the underlying Agreement (the "Assumption Order") that by the applicable provisions of the Bankruptcy Code (i) has been entered on the docket of the Court and such Assumption Order is in full force and effect and (ii) is not in any way stayed as to its effectiveness, including by order of the Court or pursuant to Federal Rule of Bankruptcy Procedure 6004(h) or otherwise (the "Assumption Date"). Should Airline fail to achieve the Assumption Date on or before May 15, 2021 this Amendment shall be of no further force or effect, unless the Parties agree in writing to extend the Assumption Date.

On January 12, 2021, CFM filed its proof of claim in the Reorganization Proceedings in the amount of \$323,823.75 (the "Proof of Claim"). The Parties agree and stipulate that that (i) CFM shall be deemed to hold an allowed unsecured non-priority prepetition claim against the bankruptcy estate of Airline in the aggregate amount of \$323,823.75 (the "Prepetition Damages Claim") as damages for any prepetition breach, default or termination event under the Agreement and the Rate Per Flight Hour Agreement (the "Prepetition Breaches") or for any modification as contemplated herein or in any other agreement executed concurrently herewith, (ii) no breach, default, termination event or other like consequence will arise hereunder based upon the Prepetition Breaches or based upon the filing or continuance of the Reorganization Proceedings themselves, and (iii) the Prepetition Damages Claim is freely transferable by CFM, in whole or in part, at any time before or after confirmation of Airline's Chapter 11 plan of reorganization. Provided, however, that the Prepetition Damages Claims shall not include any subsequent rejection of this agreement following the Assumption Date, and in the event of any such subsequent rejection, CFM reserves its rights to amend the claim in all respects.

14. Confidentiality. In addition to the confidentiality provisions of the Agreement, the Parties agree that the information contained herein represents confidential business arrangements and has value precisely because it is not available generally or to other parties. The Parties agree to limit the disclosure of the contents of this Amendment to their respective employees and professional advisers with a need to know the contents thereof or except as such disclosure may be required by applicable law, regulation or legal process. Notwithstanding any other provision herein, it is agreed that Airline may (i) disclose this

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Amendment to its employees, directors, officers, or professional advisers (collectively, "Related Persons") who are responsible for analyzing, negotiating and approving the transaction and who are made aware of the confidential nature of this Amendment and (ii) disclose this Amendment (x) as may be required to obtain the bankruptcy court's approval of this Amendment; or (y) to the Ad Hoc Bondholders Group, the U.S. Trustee, the Unsecured Creditors Committee or the entities providing the debtor-in-possession financing to the Debtors and any of their respective Related Persons. Unless otherwise agreed by the Parties in good faith as to the appropriate protection of the proprietary information of CFM, in the event of any such disclosure, this Amendment and its contents will be filed under seal or redacted in a manner as agreed between the Parties.

Except as expressly set forth herein, all provisions of Letter Agreement n° 02 shall remain unchanged and in full force and effect. In the event of inconsistency between the terms of this Amendment and the terms of the Letter Agreement n° 02, the terms of this Amendment shall take precedence.

Nothing contained in this Amendment shall subject CFM to any duplicate obligation or liability with respect to an Aircraft or an Engine to which it would not otherwise be subject to under Letter Agreement n° 02 or modify in any respect CFM's contract rights under the Letter Agreement n° 02 (other than as a result of the amendments thereto set out in this Amendment).

The provisions of Articles XVI (Miscellaneous) section D. and XVIII (Escalation and dispute resolution) of the GTA are incorporated into this Amendment as if set out in full herein.

IN WITNESS WHEREOF, CFM and Airline have caused this Amendment to be signed in duplicate by their duly authorized officers and representatives as of the date written below. This Amendment may be executed in one or more counterparts, all of which counterparts shall be treated as the same binding agreement, upon execution and delivery by each Party hereto to the other Party of one or more such counterparts.

For and On Behalf Of:

**AEROVÍAS DE MÉXICO, S.A. DE C.V**

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For and On Behalf Of:

**CFM INTERNATIONAL INC,**

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AEROVÍAS DE MÉXICO, S.A. DE C.V**

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**  
**Aircraft Delivery Schedule**

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]				[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]				[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]				[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]				[REDACTED]	[REDACTED]			[REDACTED]

*[REDACTED]*

**Annex 2**

**Amendment Number 2 to Rate Per Flight Hour Agreement for LEAP-  
1B Engine Shop Maintenance Services**



**AMENDMENT NUMBER 2**

**TO**

**RATE PER FLIGHT HOUR AGREEMENT**

**FOR**

**LEAP-1B ENGINE SHOP MAINTENANCE SERVICES**

**Between**

**AEROVIAS DE MEXICO, S.A. DE C.V.**

**And**

**CFM International,**

**Agreement Number: 1-2693647581-A**

**Dated: \_\_\_\_\_, 2021**

This proposed Amendment will remain open until \_\_\_\_\_, 2021 and will expire if not signed by all Parties on or before that date.

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**THIS AMENDMENT Number 2** (this "Amendment") is made as of \_\_\_\_\_, 2021 by and between **Aerovias de Mexico, S.A. de C.V.** having its principal place of business at Paseo de la Reforma, 235, Col. Cuauhtemoc, C.P. 06500, Mexico, DF ("Airline") and **CFM International, Inc.** a (hereinafter referred to as "CFM"), a company duly organized under the laws of the State of the Delaware, whose registered head office is located at 6440 Aviation Way, West Chester, Ohio 45069, United States of America, and jointly owned by the General Electric Company, a New York corporation (hereinafter referred to as "GE") and Safran Aircraft Engines, a French company (hereinafter referred to as ("SafranAE") (either a "Party" or collectively, the "Parties").

**WHEREAS**, the Parties have entered into a Rate per Flight Hour Agreement for LEAP-1B Engine Shop Maintenance Services Agreement, Number 1-2693647581-A (the "Agreement"), dated November 30, 2017;

**WHEREAS**, Airline is a debtor in possession under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the cases styled "In re Grupo Aeroméxico, S.A.B. de C.V., et al." pending in the United States Bankruptcy Court for the Southern District of New York (the "Court"), case no. 20-11563 (SCC) (Jointly Administered) (the "Reorganization Proceedings");

**WHEREAS**, Airline requested removal of [REDACTED] from the Agreement;

**WHEREAS**, the Parties entered into negotiations to restructure certain provisions of the Agreement; and

**WHEREAS**, the Parties desire to amend the Agreement to reflect the terms and conditions set forth in this Amendment.

**NOW THEREFORE**, in consideration of the foregoing premises and of the mutual covenants and conditions contained herein, and other good and valuable consideration, receipt and sufficiency of which are acknowledged and agreed, the Parties hereto agree to the Agreement revision set forth below. This Amendment shall be effective as of the Assumption Date.

Capitalized terms used, and terms otherwise defined, in this Amendment shall have the meaning assigned to them under the Agreement.

1. The following paragraph shall be added at the end of Article 3 "TERM OF THE SERVICE AGREEMENT":

*Notwithstanding the foregoing, CFM agrees to extend for [REDACTED] the Term solely with respect to the twelve (12) Engines identified as installed Engines #1 to #12 noted with "\*" in Exhibit B attached hereto, which will be covered by this Service Agreement for a period beginning on each Engine's start date for a period of [REDACTED], as specified in Exhibit B.*

2. The Covered Service pricing tables for LEAP-1B28 and LEAP-1B28B1 set forth in Article 7.1 "Covered Service Pricing" shall be entirely replaced by the table below. For clarity, the remaining language and the table containing additional services rates remain unchanged:

**LEAP-1B28**

Covered Services Rate	Rate per EFH ([REDACTED])
Restored Rate LEAP-1B28	U.S. \$ [REDACTED]

Amd # 2 to Agreement Number: 1-2693647581-A

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Popular Rate LEAP-1 B28	U.S.\$ [REDACTED]
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**LEAP-1B28B1**

Covered Services Rate	Rate per EFH (Jan 2012)
Restored Rate LEAP-1B28B1	U.S. \$ [REDACTED]
Popular Rate LEAP-1B28B1	U.S.\$ [REDACTED]

3. “[REDACTED]” paragraph of the Article 7.1 “Covered Services Pricing” shall be deleted in its entirety and replaced by the following:

*“- and [REDACTED] for an Engine for any Qualified Shop Visit that occurred without a subsequent Performance Restoration Shop Visit, except any portion to cover warranty as per article 9 (Warranty and Limitation of Liability); by multiplying a [REDACTED].”*

4. Item “B” of the Article 7.1 “Covered Services Pricing” shall be deleted in its entirety and replaced by the following:

*B) In the event that AIRLINE exhausts the options of [REDACTED], and has not remedied the situation, CFM will have the option to:*

- i) Induct the engine for a PRSV at the LEAP-1B28 Restored rate subject to adjustment for actual operating conditions, or;*  
*ii) Make available a LEAP-1B28B1 capable lease engine to AIRLINE as per Section 5.1.4. AIRLINE shall [REDACTED]*

*Item B) above is subject to the following conditions:*

- a. AIRLINE operates the LEAP-1B28B1 thrust rating for up to [REDACTED] of the combined MAX8/9 fleet and,*  
*b. AIRLINE maintains the CFM spare/install ratio in the defined percentage per the delivery schedule set forth in Exhibit B. AIRLINE shall purchase spare engine thrust ratings at the same ratio of their installed fleet and,*  
*c. AIRLINE and CFM agree on a Water Wash Program to maintain optimum engine performance in the MAX8/9 fleet. The maximum interval between Water Washes shall be [REDACTED] cycles.*

5. The following paragraph and table shall be added at the end of the Article 7.1 “Covered Service Pricing”:

Covered Services Rates adjustment provision: CFM agrees to adjust the Covered Service Rates as set forth in the chart below contingent upon the addition of Engines to the Agreement as described in the Exhibit B-1 (ENGINES CONTINGENT INCLUSION) and contingent upon Airline maintaining the spare Engines to installed Engines adjustable ratio described in the Exhibit B-1:

Covered Services Rate adjustment	Rate per EFH (Jan 2012)		
Tranches	tranche 1	tranche 2	tranche 3
Aircraft numbers	[REDACTED]	[REDACTED]	[REDACTED]

<b>Installed Engines number (Exhibit B-1)</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>Spare Engines number (Exhibit B-1)</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>Restored Rate LEAP-1B28</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>Restored Rate LEAP-1B28B1</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>Popular Rate LEAP-1B28/1B28B1</b>	[REDACTED]	[REDACTED]	[REDACTED]

*The above chart presents Rate per EFH expressed in [REDACTED] \$ price. Such amounts are subject to the terms and conditions set forth in the section 7.1 of the Article 7 of the Agreement.*

*The adjusted Covered Service Rates listed in: tranche number 1 above shall be effective on and as of the date of the inclusion or contractual commitment for addition of Engine number [REDACTED] in the Agreement and delivery schedule up to such Engine number made effective through a contract amendment; (ii) tranche number 2 above shall be effective on and as of the date of the inclusion or contractual commitment for addition of Engine number [REDACTED] in the Agreement and delivery schedule up to such Engine number made effective through a contract amendment; and tranche number 3 above shall be effective on and as of the date of the inclusion or contractual commitment for addition of Engine number [REDACTED] in the Agreement and delivery schedule up to such Engine number made effective through a contract amendment. [REDACTED]*

*The Parties agree on the following conditions for validity of the prices set forth in the chart above: (i) for the tranche number 1 installed Engines number [REDACTED] shall be added to the Agreement before [REDACTED]; (ii) for the tranche number 2 installed Engines number [REDACTED] shall be included to the Agreement before [REDACTED]; (iii) for the tranche number 3 installed Engine number [REDACTED] shall be included to the Agreement before [REDACTED].*

*Notwithstanding the foregoing adjusted Covered Service Rates, if the delivery of the Engines committed for additions and delivery schedule made effective through a contract amendment are not reached by the dates agreed by the Parties and before the dates described in the preceding paragraph in relation with applicable tranche, (a) CFM will amend the Agreement to reflect the applicable tranche at that time considering the number of installs and (b) spares and will invoice the Airline for [REDACTED]. Airline will pay such invoice within [REDACTED] Days of receipt.*

6. "Table 1: Service Credit for LEAP-1B Spare Engines" of Article 7.3 "Service Credits" shall be deleted in its entirety and replaced by the following Table 1:

**Table 1: Service Credit for LEAP-1B Spare Engines**

<b>Year</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Service Credit (TY US\$)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

*For the avoidance of doubt the Service Credits will be [REDACTED] in an amount of US[REDACTED] per spare Engine (applicable for spare Engine numbers [REDACTED] listed in Exhibit B).*

7. The following paragraph shall be added at the end of Article 7.3 "Service Credits":

*Additional Service Credits:* CFM agrees to issue to Airline additional Service Credits in amounts and with respect to spare Engine [REDACTED] as detailed in the table below and Exhibit B-1 (ENGINES CONTINGENT INCLUSION) (the “Additional Service Credits”). CFM’s obligation to issue the Additional Service Credits in respect of each such spare Engine shall be contingent upon [REDACTED]; and (iv) Airline [REDACTED]; (y) spare Engine [REDACTED], such spare Engine shall be added to the Agreement on or before [REDACTED]; and (z) spare Engine [REDACTED], such spare Engine shall be added to the Agreement on or before [REDACTED]). For avoidance of doubt, the Additional Service Credits apply only to spare Engine [REDACTED] of Exhibit B-1 (ENGINES CONTINGENT INCLUSION) and its delivery schedule. Service Credits herein provided are subject to the provisions described in the Article 7.3 of the Agreement; and shall be issued to the Airline within [REDACTED] of Airline’s written request after the date of delivery of such spare Engine.

Additional Service Credits			
Spare Engine number (Exhibit B-1)	[REDACTED]	[REDACTED]	[REDACTED]
Spare Engine type (Exhibit B-1)	[REDACTED]	[REDACTED]	[REDACTED]
Service Credits per Engine (US\$)	[REDACTED]	[REDACTED]	[REDACTED]

8. Parties agree to add item 8.2.3 to Section 8.2 “Invoicing for Supplemental Services”:

*8.2.3 For reference purposes only, CFM agrees to provide Supplemental Services Charges calculation through a pro-forma invoice for any future Qualified Shop Visit at the time of such Qualified Shop Visit is completed.*

9. Item “c” below shall be added to the “Reconciliation” section of the Article 12.2 “Removal of Engines” as follows:

[REDACTED]

[REDACTED]

10. The following paragraph shall be added the end to the Article 12.1 “Addition of Engines”:

*Notwithstanding the foregoing, Parties agree that the prices set forth in the “Covered Services Rates adjustment provision” shall be valid and applicable solely with respect to new Engines (i.e. Engines that were not been operated for revenue service with any other airline or operator prior to the addition to this Agreement). For those Engines that were operated for revenue service with any other airline or operator prior to the addition to this Agreement, the Covered Service Rates prices will be set and agreed in accordance with the first paragraph of this Article 12.1.*

11. The Article 12.3 “EFH Minimum” shall be deleted in its entirety and replaced by the following:

[REDACTED]

*For calculations purposes only an installed Engine in this Article 12.3 refers to the total quantity of Aircrafts of the actual fleet at the time of EFH Minimum calculation multiplied by two (2), excluding spare Engines amount. For avoidance of doubt, any Engine shall be considered a spare Engine when (i) it is not installed in an Aircraft even if it was originally purchased as an installed Engine and (ii) is*

*part of the contractual spare Engine dedicated amount according to the spare Engine ratio (It can't be considered spare Engine if there is an Aircraft in the fleet with an empty position); and an Engine originally purchased as a spare Engine will be considered an installed Engine when it is installed in an Aircraft even if it was originally purchased as a spare Engine.*

*If, at the time of (i) a Performance Restoration Shop Visit, (ii) an Engine removal from the Agreement, or (iii) termination of this Service Agreement, an Engine has not undergone a Qualified Shop Visit, CFM will compare the actual total EFH reported for such Engine since the last Performance Restoration Shop Visit or since new (if no Performance Restoration Shop Visit has been previously performed on such Engine) (the "Relevant Total EFH") with the required minimum EFH for such time period (the "Relevant Minimum EFH"). If the Relevant Total EFH is less than the Relevant Minimum EFH, CFM will issue an invoice and AIRLINE will pay CFM an amount equal to (i) the difference between the Relevant Minimum EFH and the Relevant Total EFH multiplied by (ii) the applicable adjusted and escalated Restored Rate per EFH. [REDACTED]*

*E.g. (1): If at the time that any minimum EFH is calculated, the AIRLINE fleet is made up of a total of 5 Aircraft and 1 spare Engine, the total number of installed Engines will equal 10 (Aircraft x 2). If the annual EFH minimum per Engine is 3,000 EFH, the Monthly EFH Minimum per Engine = 3,000/12 EFH = 250 EFH, the Monthly EFH Minimum for the whole fleet = 250 EFH x 10 Engines = 2,500 EFH; and the Minimum Quarterly EFH for the whole fleet = 2,500 EFH x 3 = 7,500 EFH. This is the Minimum Quarterly EFH that will be compared with the Actual Quarterly EFH for the whole fleet.*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12. The following definitions shall be added to the Exhibit A (Definitions) as follows:

***"C-Check:*** *For the purpose of this Agreement a C-Check is defined as the scheduled maintenance tasks to be performed to the Aircraft at the minimum interval of (a) 16,000 flight hours or (b) 6,600 flight cycles or (c) 36 months in accordance with AIRLINE's 737-8/9 approved maintenance program (approved by Agencia General de Aviación Civil (AFAC) de Mexico), which is based on the applicable 737-7/8/8200/9 Maintenance Planning Data Doc. Nbr. D626A011 and Airline Maintenance Inspection Intervals Doc. Nbr. D6-26100. For avoidance of doubt, intervals are contingent on the mentioned documents current revision.*

*For the purposes of this Agreement, Customer agrees to provide to CFM the applicable section of AIRLINES's 737-8/9 fleet approved maintenance program to support current definition's intervals and AFAC approvals."*

**"Commitment Letter:** *For the purpose of this Agreement, a Commitment Letter is a formal CFM document that contains the terms and conditions of the formal commercial support extended to the AIRLINE for an applicable Service Bulletin, Engine type and Engine serial number; and needs to be signed by CFM and the AIRLINE to be mutually agreed between both Parties."*

**"Industry Support:** *For the purpose of this Agreement, Industry Support means the commercial support that CFM is willing to offer to the AIRLINE on the implementation of a Service Bulletin or commercial commitment applicable to a specific Engine identified by type and serial number. The AIRLINE can access to the industry support commitment if (i) it has been formally offered by CFM through the applicable LEAP-1B Service Bulletin at its section 3.N (Industry Support Information) or via a Commitment Letter; and (ii) if its implementation is mutually agreed between CFM and the AIRLINE by the signature of a dedicated Commitment Letter or support credit is specifically defined in the Service Bulletin."*

13. "Exhibit B: ENGINES COVERED AND OPERATIONAL PARAMETERS" of the Agreement shall be deleted in its entirety and shall be fully replaced by the document attached to the attached hereto as Exhibit B.

14. Parties agree to add the language below to the Exhibit E (Escalation):

[REDACTED]

15. The following DRS shall be added to the "Exhibit H: CFM DESIGNATED REPAIR STATIONS":

Repair Station	Location	Certification Authority	Certification Number
<b>Safran Aircraft Engines Services Americas</b>	Carr. Estatal 200 Querétaro – Tequisquiapan, Km 22+547 Int B1 Parque Aeroespacial Querétaro C.P. 76278. Mpio. Colón. Querétaro, México  Tel +52 (442) 296.56.00	EASA FAA AFAC (Mexico)	145.0390 3SMY129B 362
<b>GE Aviation Lafayette Assembly</b>	Park 350 3700 U.S. Highway 52 South Lafayette, IN 47905 USA	FAA EASA	4BJR825C 145.6723
<b>GE Aviation Services (Celma) GE Celma Ltda.</b>	Rua Alice Hervê, 356 Petrópolis, 25669-900 Brazil	ANAC (Brazil) FAA EASA AFAC (Mexico)	7504-05 EM4Y159M 145.0065 CO-014/18

Amd # 2 to Agreement Number: 1-2693647581-A

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<b>Peables Test</b>	1200 Jaybird Road Peebles, Ohio 45660	FAA EASA AFAC (Mexico)	AD12004K EASA.145.4474 CO-166/17
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16. **Assumption and Court Approvals; Prepetition Debt.** The effectiveness of this Amendment shall be conditioned upon Airline securing from the Court an order granting assumption of this Amendment and the underlying Agreement (the "Assumption Order") that by the applicable provisions of the Bankruptcy Code (i) has been entered on the docket of the Court and such Assumption Order is in full force and effect and (ii) is not in any way stayed as to its effectiveness, including by order of the Court or pursuant to Federal Rule of Bankruptcy Procedure 6004(h) or otherwise (the date on which the Assumption Order is issued being the "Assumption Date"). Should Airline fail to achieve the Assumption Date on or before May 15, 2021 (the "Assumption Deadline") this Amendment shall be of no further force or effect, unless the Parties agree in writing to extend the Assumption Date.

On January 12, 2021, CFM filed its proof of claim in the Reorganization Proceedings in the amount of \$323,823.75 (the "Proof of Claim"). The Parties agree and stipulate that that (i) CFM shall be deemed to hold an allowed unsecured non-priority prepetition claim against the bankruptcy estate of Airline in the aggregate amount of \$323,823.75 (the "Prepetition Damages Claim") as damages for any prepetition breach, default or termination event under the Agreement and the Rate Per Flight Hour Agreement (the "Prepetition Breaches") or for any modification as contemplated herein or in any other agreement executed concurrently herewith, (ii) no breach, default, termination event or other like consequence will arise hereunder based upon the Prepetition Breaches or based upon the filing or continuance of the Reorganization Proceedings themselves, and (iii) the Prepetition Damages Claim is freely transferable by CFM, in whole or in part, at any time before or after confirmation of Airline's Chapter 11 plan of reorganization. Provided, however, that the Prepetition Damages Claim shall not include any subsequent rejection of this agreement following the Assumption Date, and in the event of any such subsequent rejection, CFM reserves its rights to amend the claim in all respects.

17. **Confidentiality.** In addition to the confidentiality provisions of the Agreement, the Parties agree that the information contained herein represents confidential business arrangements and has value precisely because it is not available generally or to other parties. The Parties agree to limit the disclosure of the contents of this Amendment to their respective employees and professional advisers with a need to know the contents thereof or except as such disclosure may be required by applicable law, regulation or legal process. Notwithstanding any other provision herein, it is agreed that Airline may (i) disclose this Amendment to its employees, directors, officers, or professional advisers (collectively, "Related Persons") who are responsible for analyzing, negotiating and approving the transaction and who are made aware of the confidential nature of this Amendment and (ii) disclose this Amendment (x) as may be required to obtain the bankruptcy court's approval of this Amendment; or (y) to the Ad Hoc Bondholders Group, the U.S. Trustee, the Unsecured Creditors Committee or the entities providing the debtor-in-possession financing to the Debtors and any of their respective Related Persons. Unless otherwise agreed by the Parties in good faith as to the appropriate protection of the proprietary information of CFM, in the event of any such disclosure, this Amendment and its contents will be filed under seal or redacted in a manner as agreed between the Parties.

All other terms and conditions contained in the Agreement, including any amendments thereto, which are not modified by this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, CFM and AIRLINE have caused this Amendment No. 02 to be signed in duplicate by their duly authorized officials as of the date written below. Those officials represent to each other and to the Parties that each is unequivocally authorized to execute this Amendment and serves in the capacity indicated below.

**CFM International**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**AEROVIAS DE MEXICO, S.A. DE C.V.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**AEROVIAS DE MEXICO, S.A. DE C.V.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## EXHIBIT B – ENGINES COVERED AND OPERATIONAL PARAMETERS

*The Engines covered by this Service Agreement are set forth below. Airline will maintain a spare Engine(s) to installed Engines ratio of not less than [REDACTED], rounded up to the next whole Engine, during the term of this Service Agreement.*

### Aircraft Delivery Schedule / Installed + Spare Engine

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]				[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]			[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]				[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]				[REDACTED]	[REDACTED]			[REDACTED]
[REDACTED]				[REDACTED]	[REDACTED]			[REDACTED]

*Note: AIRLINE shall purchase spare Engine number 1 before [REDACTED]; and spare Engine number 2 before [REDACTED]. Spare Engine number 3 shall be purchased by AIRLINE and included on or before delivery of [REDACTED], spare Engine number 4 shall be purchased by AIRLINE and included on or before delivery [REDACTED]; and spare Engine number 5 shall be purchased by AIRLINE and included on or before [REDACTED].*

### Installed Engine Operating Parameters:

Annual Utilization:	[REDACTED]
Average Flight Leg:	[REDACTED]
Average Take-off Derate:	[REDACTED]
Engine Thrust Rating:	[REDACTED]
Static Air Temperature Sea Level Adjusted:	[REDACTED]
Main Hub:	[REDACTED]
Aircraft Type:	[REDACTED]

### Engines Covered (installed Engines and spare Engines):

[REDACTED]										
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Amd # 2 to Agreement Number: 1-2693647581-A

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[REDACTED]

## EXHIBIT B-1 – ENGINES CONTINGENT INCLUSION

*Airline will maintain a spare Engine(s) to installed Engines ratio of not less than the indicated in the following "spare Engine to installed Engine ratio adjustment based on Engines contingent inclusion" chart, rounded up to the next whole Engine:*

[REDACTED]			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**Amd # 2 to Agreement Number: 1-2693647581-A**

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**Annex 3**

**Letter Agreement No. 10 to GE GTA**

\_\_\_\_\_, 2021

LETTER AGREEMENT NO. 10  
TO GTA NO. 1-266413105



Aerovias de Mexico, S.A. de C.V.  
Paseo de la Reforma 243,  
Piso 27, Col. Cuauhtemoc  
06500, Mexico City, Mexico

**WHEREAS**, General Electric Company, acting through its GE-Aviation business unit ("GE"), GE Engine Services Distribution, LLC ("GE-LLC") and Aerovias de Mexico, S.A. de C.V. ("Airline") (GE, GE-LLC and Airline being hereinafter collectively referred to as the "Parties") have entered into General Terms Agreement n°1-266413105 dated November 16, 2006 as amended or modified from time to time (hereinafter referred to as "GTA"); and

**WHEREAS**, the GTA contains the applicable terms and conditions governing the sale by GE and GE-LLC and the purchase by Customer of Spare Engines, related equipment and spare parts therefore in support of Airline's GE powered fleet of aircraft from the Boeing Company ("Boeing" or "Airframer"); and

**WHEREAS**, Customer is a debtor in possession under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the cases styled "In re Grupo Aeromexico, S.A.B. de C.V., et al." pending in the United States Bankruptcy Court for the Southern District of New York (the "Court"), case no. 20-11563 (SCC) (Jointly Administered) (the "Reorganization Proceedings"); and

**WHEREAS**, GE and Airline are parties to that certain OnPoint Solutions Rate Per Engine Flight Hour Engine Services Agreement Number 1- 269734502-0 dated November 7, 2006, between GE Engine Services, Inc. and the Airline, as amended and supplemented from time to time, (the "OnPoint Agreement")

**WHEREAS**, GE and Airline entered into an Amendment No. 10 dated on or about the date hereof ("Amendment No. 10 to OnPoint"), to restructure of certain provisions of the Agreement;

**WHEREAS**, Airline will [REDACTED]; and

**WHEREAS**, GE would like to offer an engine thrust upgrade incentive to the Airline for the Engines installed on the Relevant Aircraft for a period of twelve (12) years, upgrading the Engines' thrust from GENx-1B74/75 to GENx-1B76A;

**NOW THEREFORE**, in consideration of the mutual covenants here in contained, the Parties agree as follows:

1. GE will provide engine thrust upgrade to the Airline for the GENx-1B74/75 Engines installed on the Relevant Aircraft, upgrading such Engines' thrust from GENx-1B74/75 to GENx- 1B76A (the "Engine

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Thrust Upgrades"). [REDACTED], provided that Airline requests such Engine Thrust Upgrades in accordance with paragraph 3 below [REDACTED].

2. GE agrees to provide Airline with the necessary hardware (rating plugs and nameplates only) to allow Airline to perform the Engine Thrust Upgrades on the applicable [REDACTED] Engines.
3. Each set of Engine Thrust Upgrade hardware will be made available to Airline within [REDACTED] business days following receipt of written request from Airline [REDACTED]. Such written request shall contain the specific Relevant Aircraft's manufacturer's serial number, time since new and cycles since new, and its installed Engines' engine serial number, engine time since new, engine Flight Cycles since new, such Engines current thrust configuration, information relating to the lessor of such Relevant Aircraft and Engines and the term of the lease period for such Aircraft (i.e., the delivery date and the end of lease date).
4. With respect to any Relevant Aircraft, if Airline no longer leases and operates the Engines subject to the relevant lease of such Relevant Aircraft, such Thrust Rating Upgrade hardware shall be returned to GE.
5. The Engine Thrust Upgrades will be provided to Airline as long as the OnPoint Agreement, including Amendment No. 10, is in full force and effect.
6. If Airline ceases to accomplish any of the conditions established herein Airline shall promptly return the Thrust Rating Upgrade hardware to GE.

**Assumption and Court Approvals; Prepetition Debt.** The effectiveness of this Letter Agreement shall be conditioned upon Customer securing from the Court an order granting assumption of this Letter Agreement and the underlying Agreement (the "Assumption Order") that by the applicable provisions of the Bankruptcy Code (i) has been entered on the docket of the Court and such Assumption Order is in full force and effect and (ii) is not in any way stayed as to its effectiveness, including by order of the Court or pursuant to Federal Rule of Bankruptcy Procedure 6004(h) or otherwise (the "Assumption Date"). Should Customer fail to achieve the Assumption Date on or before May 15, 2021 this Letter Agreement shall be of no further force or effect, unless the Parties agree in writing to extend the Assumption Date.

On January 12, 2021, GE filed its proof of claim in the Reorganization Proceedings in the amount of \$15,169,648.02 (the "Proof of Claim"). The Parties agree and stipulate that that (i) GE shall be deemed to hold an allowed unsecured non-priority prepetition claim against the bankruptcy estate of Airline in the aggregate amount of \$15,169,648.02 (the "Prepetition Damages Claim") as damages for any prepetition breach, default or termination event under the Agreement and the OnPoint Solutions Agreement (the "Prepetition Breaches") or for any modification as contemplated herein or in any other agreement executed concurrently herewith, (ii) no breach, default, termination event or other like consequence will

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arise hereunder based upon the Prepetition Breaches or based upon the filing or continuance of the Reorganization Proceedings themselves, and (iii) the Prepetition Damages Claim is freely transferable by GE, in whole or in part, at any time before or after confirmation of Airline's Chapter 11 plan of reorganization. Provided, however, that the Prepetition Damages Claim shall not include any subsequent rejection of this Agreement following the Assumption Date, and in the event of any such subsequent rejection, GE reserves its rights to amend the claim in all respects.

**Confidentiality.** In addition to the confidentiality provisions of the Agreement, the Parties agree that the information contained herein represents confidential business arrangements and has value precisely because it is not available generally or to other parties. The Parties agree to limit the disclosure of the contents of this Letter to their respective employees and professional advisers with a need to know the contents thereof or except as such disclosure may be required by applicable law, regulation or legal process. Notwithstanding any other provision herein, it is agreed that Customer may (i) disclose this Letter to its employees, directors, officers, or professional advisers (collectively, "Related Persons") who are responsible for analyzing, negotiating and approving the transaction and who are made aware of the confidential nature of this Letter and (ii) disclose this Letter (x) as may be required to obtain the bankruptcy court's approval of this Letter; or (y) to the Ad Hoc Bondholders Group, the U.S. Trustee, the Unsecured Creditors Committee or the entities providing the debtor-in-possession financing to the Debtors and any of their respective Related Persons. Unless otherwise agreed by the Parties in good faith as to the appropriate protection of the proprietary information of GE, in the event of any such disclosure, this Letter and its contents will be filed under seal or redacted in a manner as agreed between the Parties.

The obligations set forth in this Letter Agreement No. 10 are in addition to the obligations set forth in the GTA. In the event of conflict between the terms of this Letter Agreement and the terms of the GTA, the terms of this Letter Agreement shall take precedence. Terms that are capitalized, but not otherwise defined herein, shall have the meaning given to them in the GTA, the Letter Agreement and its amendments.

Please indicate your agreement with the foregoing by signing two (2) duplicate originals as provided below.

Very truly yours,

**Aerovías de México, S.A. de C.V.**

**GE Engine Services, LLC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Aerovías de México, S.A. de C.V.**

By: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**Annex 4**

**Amendment Number 10 to OnPoint Solutions Engine Services  
Agreement**



Amendment Number 10 to  
OnPoint<sup>SM</sup> Solutions  
ENGINE SERVICES AGREEMENT

**Between**

**GE Engine Services, LLC.**

**And**

**Aerovías de México, S.A. de C.V.**

**GEnx-1B**

*Agreement Number: 1-269734502-0*

*Dated: \_\_\_\_\_, 2021*

**PROPRIETARY INFORMATION NOTICE**

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**Amendment Number 10 to  
OnPoint<sup>SM</sup> Solutions  
ENGINE SERVICES AGREEMENT**  
Between  
GE Engine Services, LLC.  
And  
Aerovías de México, S.A. de C.V.

THIS AMENDMENT Number 10 (this "Amendment") is made as of \_\_\_\_\_, 2021 by and between Aerovías de México, S.A. de C.V. having its principal place of business at Paseo de la Reforma, 243, Floor 27, Col. Cuauhtémoc, C.P. 06500, Mexico City, Mexico ("Customer") and GE Engine Services, LLC., having its principal place of business at One Neumann Way, Cincinnati, Ohio 45215 ("GE") (either a "Party" or collectively, the "Parties").

RECITALS

**WHEREAS**, the Parties have entered into an OnPoint<sup>sm</sup> Solutions Rate Per Engine Flight Hour Engine Services Agreement, Number 1-269734502-0, dated November 7, 2006 (as amended and supplemented from time to time, the "Agreement");

**WHEREAS**, Customer is a debtor in possession under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the cases styled "In re Grupo Aeroméxico, S.A.B. de C.V., et al." pending in the United States Bankruptcy Court for the Southern District of New York (the "Court"), case no. 20-11563 (SCC) (Jointly Administered) (the "Reorganization Proceedings");

**WHEREAS**, the Parties entered into negotiations to restructure certain provisions of the Agreement; and

**WHEREAS**, the Parties desire to amend the Agreement to reflect the terms and conditions set forth in this Amendment.

**NOW THEREFORE**, in consideration of the foregoing premises and of the mutual covenants and conditions contained herein, and other good and valuable consideration, receipt and sufficiency of which are acknowledged and agreed, the Parties hereto agree to the Agreement revision set forth below. This Amendment shall be effective as of the date hereof.

Capitalized terms used, but not otherwise defined, in this Amendment shall have the meaning assigned to them under the Agreement.

[REDACTED]

1. Exhibit B of the Agreement shall be deleted in its entirety and replaced by the Exhibit B attached hereto. For the avoidance of doubt, Exhibit B attached hereto reflects the Parties' agreement to add to the Agreement [REDACTED] during the [REDACTED], with each such aircraft being powered by two (2) GENx-1B76A Engines, as described therein.
2. The following paragraph shall be added to Article 3.1 (Term) of the Agreement to reflect the agreed term for the leased aircrafts added per Section 2 above, as follows:

*"The term of this Agreement for the Engines numbered [REDACTED] of Customer's 787-9 Fleet as noted in the Exhibit B will commence upon confirmed delivery date for such Engines and, unless sooner terminated pursuant to Article 13 herein, will remain to effect for a period of [REDACTED]. Parties may renew or extend this Agreement upon the Parties' mutual agreement in writing."*

3. The item number 7 of the Article 6.7 of the Agreement shall be deleted in its entirety and replaced by the following:

*"Provide all labor, materials and parts necessary to return Engine to a Serviceable condition where an Engine or module requires Services for, or as a result of FOD, [REDACTED]. The Parties agree to discuss whether to perform a Performance Restoration Shop Visit in accordance with the EFH since last Performance Restoration Shop Visit or since new (if no Performance Restoration Shop Visit has been accomplished) of such Engine promptly following of the FOD event. For clarity, the Parties agree that this provision is applicable for any FOD event subsequent to the Assumption Date as defined in the Amendment number 10. For any FOD event prior to the Assumption Date as defined in the Amendment number 10, the original language set forth in item number 7 of Article 6.7 of the Agreement will be effective."*

4. Article 11.1 (Rate Per EFH Payments) of the Agreement shall be deleted in its entirety and replaced by the following:

*Monthly Billing:* *On a monthly basis, Customer will, by the seventh (7<sup>th</sup>) day of the month, determine the EFH which each Engine has flown for the preceding month, [REDACTED], and report that amount by Engine serial number to GE in a form mutually acceptable by the Parties (providing at least the following information: Engine serial number, Tail number in which is installed and its position, month and year reported; and Engine flight hours and cycles flown during such month as 70C and/or 76A). GE will, by the fifteenth (15<sup>th</sup>) of the same month, render an invoice to Customer [REDACTED]. Payment will be made within [REDACTED] from the date of the invoice.*

*Time of Shop Visit ("TSV") at Performance Restoration Shop Visit ("PRSV"):* *At the time of a Performance Restoration Shop Visit Customer will remit to GE, prior to Redelivery of each Engine from the DRS, an amount equal to [REDACTED] In the event that Customer causes such payment to be made on its behalf by a third party, and such third party fails to pay some or all of the payment due to GE, then Customer will make the payment, in whole or in part, to make up the amount not paid. In the event that such payment is not paid in full, such failure constitutes a material breach of the Agreement and GE is not obligated to perform its obligations under this Agreement with respect to such Engine until such time as it receives such payment in full.*

*[REDACTED]* *At the [REDACTED] for an Engine in respect of any Rate Per EFH Shop Visit, except any portion to cover warranty as per Exhibit H, that occurred without a subsequent Performance Restoration Shop Visit, GE will charge Customer an amount equal to [REDACTED].*

*In the event that Customer causes such payment to be made on its behalf by a third party, and such third party fails to pay some or all of the payment due to GE, then Customer will make the payment, in whole or in part, to make up the amount not paid. In the event that such payment is not paid in full, such failure constitutes a material breach in the Agreement, and GE is not obligated to perform its obligations under this Agreement with respect to all of the Engines encompassed under the Agreement until such time as it receives such payment in full.*

5. The Parties agree to add the following provision to the Section 11.1 of Article 11 (“Invoicing and Payments”):

*If any Engine listed in the table below is required to be inducted for a Rate Per EFH Shop Visit solely resulting from an [REDACTED]; then GE shall charge Customer in respect of such Engine [REDACTED]. For the avoidance of doubt, following the Reorganization Approval Date the provisions set forth in Exhibit D shall apply in full.*

*Notwithstanding the above, if the Parties mutually agree to extend the workscope to perform a Performance Restoration Shop Visit for any Engine listed in the table below, the preceding paragraph shall not apply and GE shall charge Customer according to the provisions set forth in Article 11.1 (Rate Per EFH Payments) under the heading Time of Shop Visit (“TSV”) at Performance Restoration Shop Visit (“PRSV”). Furthermore, if after undergoing such Performance Restoration Shop Visit such Engine is removed from the Agreement, the provisions set forth in Exhibit D shall apply in full.*

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

6. Article 11.2 (EFH Minimum) shall be deleted in its entirety and replaced by the following:

*[REDACTED]*

*For calculations purposes only an installed Engine in this Article 11.2 refers to the total quantity of Aircraft of the contractual fleet at the time of EFH Minimum calculation multiplied by two (2), excluding contractual spare Engines amount. For avoidance of doubt, any Engine shall be considered a spare Engine when (i) it is not installed on an airframe even if it was originally purchased as an installed Engine and (ii) is part of the contractual spare Engine dedicated amount according to the spare Engine ratio (It can't be considered spare Engine if there is an Aircraft in the fleet with an empty position); and an Engine originally purchased as a spare Engine will be considered an installed Engine when it is installed on an airframe even if it was originally purchased as a spare Engine.*

*E.g. (1): If at the time that any EFH Minimum is calculated, the Customer fleet is made up of a total of 5 Aircrafts and 1 spare Engine, the total number of installed Engines will equal 10 (5 Aircrafts x 2). If the Monthly EFH Minimum per Engine = [REDACTED] EFH, the Monthly EFH Minimum for the whole fleet =*

*[REDACTED] EFH x 10 Engines = [REDACTED] EFH; and the Minimum Quarterly EFH for the whole fleet = [REDACTED] EFH x 3 = [REDACTED] EFH. This is the Minimum Quarterly EFH that will be compared with the Actual Quarterly EFH for the whole fleet.*

*[REDACTED]*

*[REDACTED]*

*[REDACTED]*

*[REDACTED]*

*[REDACTED]*

*[REDACTED]*

7. Section 13.4 (Maximum Removals) of the Agreement shall be deleted in its entirety and replaced by the following:

*"Notwithstanding the provisions of Exhibit D, if the number of Engines decreases to the greater of (i) [REDACTED] and (ii) [REDACTED] Engines, GE may terminate the Agreement".*

8. The "Performance Restoration" definition set forth in the Exhibit A (Definitions) shall be deleted and replaced by "Performance Restoration Shop Visit" definition as follows:

*"Performance Restoration Shop Visit" is a type of Rate Per EFH Shop Visit in which the Services performed include, at a minimum, [REDACTED]"*

9. The following definitions shall be added to the Exhibit A:

***"C-Check:** For the purpose of this Agreement a C-Check is defined as the scheduled maintenance tasks to be performed to the Aircraft at the minimum intervals of (a) 16,000 flight hours or (b) 36 months in accordance with Customer's 787 fleet approved maintenance program (approved by Agencia General de Aviación Civil (AFAC) de Mexico), which is based on the applicable 787-8/9 Maintenance Planning Data document and the Airline Maintenance Inspection Intervals document Doc. Nbr. D6-26100. For avoidance of doubt, intervals are contingent on the mentioned documents current revision.*

*For the purposes of this Agreement, Customer agrees to provide to GE the applicable section of Customer's 787 fleet approved maintenance program to support current definition's intervals and AFAC approvals."*

***"Commitment Letter:** For the purpose of this Agreement a Commitment Letter is a formal GE document that contains the terms and conditions of the formal commercial support extended to the Customer for an applicable Service Bulletin, Engine type and Engine serial number; and needs to be signed by GE and the Customer to be mutually agreed between both Parties."*

***“Industry Support”:*** For the purpose of this Agreement, Industry Support means the commercial support that GE is willing to offer to the Customer on the implementation of a Service Bulletin or commercial commitment applicable to a specific Engine identified by type and serial number. The Customer can access to the industry support commitment if (i) it has been formally offered by GE through the applicable GENx-1B Service Bulletin at its section 2.B (Industry Support Information) or via a Commitment Letter; and (ii) if its implementation is mutually agreed between GE and the Customer by the signature of a dedicated Commitment Letter or support credit is specifically defined in the Service Bulletin.”

10. The following paragraph shall be added to the section 3 of the Exhibit D (Removal of Engines), as follows:

*“If a removed Engine has undergone a Rate Per EFH Shop Visit for which GE has provided any Industry Support commitment, [REDACTED]. For avoidance of doubt [REDACTED].”*

11. The “Monthly Billing” and “TSV Billing” paragraphs of Section E-1 of Exhibit E (RATE PER EFH) of the Agreement shall be deleted.
12. Parties agree to add the following provision to Section E-2 of Exhibit E (Rate Per EFH Operating Parameters & Rate Adjustment):

*“Water Wash: Customer agrees to undertake a water wash for each Engine listed in Exhibit B using equipment and procedures approved by GE (such approval not to be unreasonably withheld) every [REDACTED] flight cycles (the date upon which the [REDACTED] cycle occurs being the “Water Wash Due Date”).*

*By the fifth (5th) Day of each month, Customer will provide to GE the dates and Engine Serial Numbers (“ESN”) of the Engines that had water washes performed on them during the prior month. If Customer fails to inform GE of a water wash on an ESN, it will be assumed that no water wash has occurred until such time as Customer notifies GE in writing that such Engine serial number has had a water wash performed on it.*

*If the Customer fails to, or is otherwise unable, to perform the water wash for an ESN in the manner stated in this Section by the Water Wash Due Date, GE shall adjust the Rate Per EFH for such ESN in accordance with the table below. Such adjustment shall apply for the ESN effective from the Water Wash Due Date until the date that the Customer performs the water wash for the respective ESN in compliance with this Section (or notifies GE that such ESN has had a water wash performed on it, if Customer performed water wash on such ESN but failed to notify GE).*

<i>Current WW interval</i>	<i>Rate Per EFH Adjustment per month</i>
<i>[REDACTED]</i>	<i>[REDACTED]</i>
<i>[REDACTED]</i>	<i>[REDACTED]</i>
<i>[REDACTED]</i>	<i>[REDACTED]</i>
<i>[REDACTED]</i>	<i>[REDACTED]</i>
<i>[REDACTED]</i>	<i>[REDACTED]</i>

*The current water wash interval is measured per ESN at the time of monthly billing by calculating the operational cycles accumulated since the last water wash. [REDACTED]. Customer and GE will work mutually to verify the effectiveness of any water wash performed by Customer by exhaust gas temperature recovery and/or borescope inspections; and the Parties may mutually agree to adjust the wash procedures to optimize the water wash effectiveness."*

13. Parties agree to add the following provision to the Section E-3 of the Exhibit E (RATE PER EFH Rate – [REDACTED]):

*"The following provision described herein shall take effect from January 1<sup>st</sup>, 2022".*

*"[REDACTED]"*

14. The following paragraph shall be added to Exhibit E-5 (SUPPLEMENTAL WORK PRICING) of the Agreement:

*"For reference purposes only, GE agrees to provide a pro-forma invoice detailing any Rate Per EFH Shop Visit Services calculated on a Supplemental Work basis at the time of such Rate Per EFH Shop Visit [REDACTED]."*

15. The Parties hereby agree that the remaining balance of Service Credits issued to the Customer pursuant to Exhibit E-1 (RATE PER EFH) of the Agreement and unapplied as of the date of the execution of this Amendment, totaling [REDACTED], shall be cancelled.

16. **Assumption and Court Approvals; Prepetition Debt.** The effectiveness of this Amendment shall be conditioned upon Customer securing from the Court an order granting assumption of this Amendment and the underlying Agreement (the "Assumption Order") that by the applicable provisions of the Bankruptcy Code (i) has been entered on the docket of the Court and such Assumption Order is in full force and effect and (ii) is not in any way stayed as to its effectiveness, including by order of the Court or pursuant to Federal Rule of Bankruptcy Procedure 6004(h) or otherwise (the "Assumption Date"). Should Customer fail to achieve the Assumption Date on or before May 15, 2021 this Amendment shall be of no further force or effect, unless the Parties agree in writing to extend the Assumption Date.

On January 12, 2021, GE filed its proof of claim in the Reorganization Proceedings in the amount of \$15,169,648.02 (the "Proof of Claim"). The Parties agree and stipulate that that (i) GE shall be deemed to hold an allowed unsecured non-priority prepetition claim against the bankruptcy estate of Customer in the aggregate amount of \$15,169,648.02 (the "Prepetition Damages Claim") as damages for any prepetition breach, default or termination event under this Agreement or the GTA (the "Prepetition Breaches") or for any modification as contemplated herein or in any other agreement executed concurrently herewith, (ii) no breach, default, termination event or other like consequence will arise hereunder based upon the Prepetition Breaches or based upon the filing or continuance of the Reorganization Proceedings themselves, and (iii) the Prepetition Damages Claim is freely transferable by GE, in whole or in part, at any time before or after confirmation of Airline's Chapter 11 plan of reorganization. Provided, however, that the Prepetition Damages Claim shall not include any subsequent rejection of this agreement following the Assumption Date, and in the event of any such subsequent rejection, GE reserves its rights to amend the claim in all respects.



Once the Assumption Order is in full force and effect, GE agrees to revert Invoicing and Payments to its original terms established in the Agreement, as amended, and consequently the cash in advance condition determined in the letter from GE Aviation to Airline dated June 18, 2020 shall be no longer applicable.

17. **Confidentiality.** In addition to the confidentiality provisions of the Agreement, the Parties agree that the information contained herein represents confidential business arrangements and has value precisely because it is not available generally or to other parties. The Parties agree to limit the disclosure of the contents of this Amendment to their respective employees and professional advisers with a need to know the contents thereof or except as such disclosure may be required by applicable law, regulation or legal process. Notwithstanding any other provision herein, it is agreed that Customer may (i) disclose this Amendment to its employees, directors, officers, or professional advisers (collectively, "Related Persons") who are responsible for analyzing, negotiating and approving the transaction and who are made aware of the confidential nature of this Amendment and (ii) disclose this Amendment (x) as may be required to obtain the bankruptcy court's approval of this Amendment; or (y) to the Ad Hoc Bondholders Group, the U.S. Trustee, the Unsecured Creditors Committee or the entities providing the debtor-in-possession financing to the Debtors and any of their respective Related Persons. Unless otherwise agreed by the Parties in good faith as to the appropriate protection of the proprietary information of GE, in the event of any such disclosure, this Amendment and its contents will be filed under seal or redacted in a manner as agreed between the Parties.

All other terms and conditions contained in the Agreement, including any amendments thereto, which are not modified by this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, GE and Customer have caused this Amendment No. 10 to be signed in duplicate by their duly authorized officials as of the date written below. Those officials represent to each other and to the Parties that each is unequivocally authorized to execute this Amendment and serves in the capacity indicated below.

<b>Aerovias de Mexico, S.A. de C.V.</b>	<b>GE Engine Services, LLC.</b>
BY:	BY:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

<b>Aerovias de Mexico, S.A. de C.V.</b>
BY:
NAME:
TITLE:
DATE:



[REDACTED]

**Exhibit H**

**AerCap Stipulation**

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  
Joshua Y. Sturm  
Thomas S. Green

*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.<sup>1</sup>**

**Chapter 11**

**Case No. 20-11563 (SCC)**

**(Jointly Administered)**

**AMENDED STIPULATION AND ORDER BETWEEN CERTAIN DEBTORS AND  
COUNTERPARTIES CONCERNING CERTAIN EQUIPMENT**

This amended stipulation (this “**Stipulation**”) is entered into on the date hereof by and among Aerovías de México, S.A. de C.V. (the “**Lessee**”) and each of the parties set forth in Exhibit A hereto (the “**Counterparties**,” and the Counterparties together with the Lessee, the “**Parties**”) with respect to the agreements (the “**MSN 35307 Agreements**” and each an “**MSN 35307 Agreement**”) and the equipment listed on Exhibit A hereto (the “**MSN 35307 Equipment**”). This Stipulation amends and supersedes that certain *Stipulation and Order Between Certain Debtors*

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<sup>1</sup> 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; 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.

*and Counterparties Concerning Certain Equipment* dated September 14, 2020 entered into, *inter alios*, among the Parties (the “**Existing Stipulation**”) solely as to any matters relating to the MSN 35307 Equipment. For the avoidance of doubt, this Stipulation does not amend, affect or limit the Existing Stipulation in relation to any equipment other than the MSN 35307 Equipment, as defined herein.

### **Recitals**

A. On June 30, 2020 (the “**Petition Date**”), the Lessee and certain of its affiliates as debtors and debtors in possession (collectively, the “**Debtors**”) each filed a voluntary petition 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 “**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 in these cases. On July 13, 2020, the United States Trustee for the Southern District of New York appointed the official committee of unsecured creditors. The Chapter 11 Cases are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedures (the “**Bankruptcy Rules**”).

B. On September 14, 2020, the Debtors and the Counterparties entered into the Existing Stipulation covering the following “Equipment” (as defined therein):

- (i) one (1) Boeing model 787-8 airframe bearing manufacturer’s serial number 35306 and U.S. registration mark N961AM, together with two (2) General Electric model GEnx-1B70/P1 engines respectively bearing manufacturer’s serial numbers 956248 and 956250 (collectively, the “**MSN 35306 Aircraft**”), which was returned to the relevant lessor on January 30, 2021

in accordance with that certain Letter Agreement dated January 13, 2021, between Lessee and Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee for Aircraft 78B-35306 (Delaware) Trust, which triggered the end of the “Stipulation Period” (as defined in the Existing Stipulation) for such equipment on such date, and is no longer part of the Debtors’ fleet;

- (ii) the MSN 35307 Equipment, which currently remains in the Debtors’ fleet and will continue to be governed by the existing MSN 35307 Agreements and this Stipulation; and
- (iii) MSNs 35308, 35312 and 65092, as defined in the Existing Stipulation, which will be governed by the amended contractual arrangements relating thereto being entered into and filed with the Court substantially contemporaneously herewith and, upon the Bankruptcy Court entering its order approving such amended contractual arrangements and the assumption of such amended contractual arrangements, will no longer be governed by the Existing Stipulation or this Stipulation.

C. The Debtors and the Counterparties have engaged in extensive good faith negotiations in an effort to assist the Debtors in their efforts to rationalize the fleet while (i) minimizing the administrative costs and burdens associated with the MSN 35307 Equipment and (ii) protecting the respective Counterparties’ rights and interests (collectively, the “**Interests**” and each, an “**Interest**”) in the MSN 35307 Equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the Parties, intending to be legally bound, stipulate and agree as follows:

1. (a) This Stipulation is effective for the period from July 1, 2020 through the earliest to occur of (i) the date the MSN 35307 Equipment is made available for return to the Counterparties as contemplated pursuant to decretal paragraph 4(a)(x) hereof, (ii) with respect to any MSN 35307 Agreement subject to assumption under section 365 of the Bankruptcy Code, the date of the entry of an order of the Court approving the assumption of such MSN 35307 Agreement, (iii) the effective date of a plan of reorganization for the Debtors that has been confirmed by the Court, (iv) the date of an order converting the Debtors' chapter 11 cases to cases under chapter 7 of the Bankruptcy Code, (v) the date that Aerovías de México, S.A. de C.V. and/or, if different, the Lessee announce(s) that it has permanently discontinued all scheduled passenger service, (vi) the date of substantial consummation of a sale of all or substantially all assets of the Debtors and (vii) such other date as the Counterparties and the Debtors may agree in writing with respect to the MSN 35307 Equipment (such period of effectiveness, the "**Stipulation Period**").

(b) If the scheduled lease term of any MSN 35307 Agreement expires during the Stipulation Period, such MSN 35307 Agreement is deemed extended for the duration of the Stipulation Period on the same terms as in effect under such MSN 35307 Agreement immediately prior to such expiry. Without limiting the generality of the foregoing (i) all covenants, rent, return conditions, and other obligations of the Lessee shall remain in effect, and (ii) except with respect to obligations described herein or in the PBH Agreement as being accorded with administrative priority, all obligations described in section 1(b)(i) will be enforceable as prepetition claims.

(c) Upon the termination of the Stipulation Period for any reason other than



assumption of an MSN 35307 Agreement, the Debtors shall (i) return the MSN 35307 Equipment to the Counterparties in accordance with the procedures set forth in decretal paragraphs 3(d), 3(e) and 4 hereof and (ii) comply with the provisions of decretal paragraphs 3(a) through 3(c) hereof until the earlier of (x) the date of such return and (y) the thirtieth (30th) day after the date the Stipulation Period terminates (or for such longer period as may be agreed to by the Debtors and the Counterparties).

2. The Debtors represent and warrant that as of the date of the execution of this Stipulation and at the time the MSN 35307 Agreements were entered into by and between the relevant Debtors and Counterparties, the Debtors did not hold an air carrier operating certificate issued pursuant to chapter 447 of title 49, United States Code and, accordingly for that reason, section 1110 of the Bankruptcy Code is not applicable to the MSN 35307 Equipment.

3. During the Stipulation Period:

(a) while the MSN 35307 Equipment is stored in accordance with Lessee's maintenance and storage program approved by the applicable aviation authority and based on the recommendations of the manufacturer of such item of MSN 35307 Equipment (the "**Storage Program**"), the Lessee shall:

(i) at Lessee's expense, maintain and store the MSN 35307 Equipment under such Storage Program; *provided* that such maintenance obligation under this Stipulation shall not include the performance of any Excluded Maintenance (as defined in the PBH Agreement) of the MSN 35307 Equipment;

(ii) at Lessee's expense, continue to carry and maintain hull and liability insurance with respect to the MSN 35307 Equipment in accordance with the terms required by, and in amounts not less than the amounts required under, the applicable MSN 35307 Agreement(s);

and

(iii) provide the applicable Counterparty with reasonable access to inspect the MSN 35307 Equipment at the sole expense of such Counterparty, *provided* that such inspection shall not unreasonably interfere with the operations of the Lessee and shall be conducted in accordance with the applicable procedures and protocols established by the Lessee which do not unreasonably interfere with such Counterparty's ability to conduct an inspection of the scope and nature contemplated by such Counterparty's inspection rights in the applicable MSN 35307 Agreement(s);

(b) while the MSN 35307 Equipment is not stored in accordance with the Storage Program, the Lessee shall:

(i) at Lessee's expense, operate and maintain the MSN 35307 Equipment pursuant to the maintenance, possession, and use covenants of the MSN 35307 Agreements; *provided* that such maintenance obligation under this Stipulation shall not include the performance of any Excluded Maintenance (as defined in the PBH Agreement) of the MSN 35307 Equipment; *provided further* that the Lessee shall not operate any Equipment that would have been eligible as of the Petition Date or the date hereof for the issuance of a special ferry flight permit for a return flight (as contemplated under decretal paragraph 4(a) hereof) in a manner that would cause such MSN 35307 Equipment to possess insufficient flight hours and/or flight cycles remaining for safe and permissible operation of the MSN 35307 Equipment from where located to such return location;

(ii) at Lessee's expense, continue to carry and maintain hull and liability insurance with respect to the MSN 35307 Equipment in accordance with the terms required by, and in amounts not less than the amounts required under, the applicable MSN 35307 Agreement(s);

(iii) provide the applicable Counterparty with reasonable access to inspect the MSN 35307 Equipment at the sole expense of such Counterparty; *provided* that any such inspection does not unreasonably interfere with the operation or maintenance of the MSN 35307 Equipment or the Lessee's operations generally and shall be conducted in accordance with the applicable procedures and protocols established by the Lessee which do not unreasonably interfere with such Counterparty's ability to conduct an inspection of the scope and nature contemplated by such Counterparty's inspection rights in the applicable MSN 35307 Agreement(s); and

(iv) pay for the usage of any item of the MSN 35307 Equipment identified on Exhibit B on a power by the hour basis pursuant to the terms attached hereto as Exhibit B and applicable to such item of MSN 35307 Equipment (as modified to reflect the existing transaction-specific details, the "**PBH Agreement**"), and such PBH Agreement shall be executed and delivered by the parties thereto promptly following the entry of an order approving this Stipulation;

(c) except for the Excluded Obligations (as defined in the PBH Agreement) and as otherwise set forth in this Stipulation, the Debtors and the Counterparties shall comply with all other provisions of the applicable MSN 35307 Agreements insofar as they relate to the Stipulation Period (including, without limitation, the Reimbursement Obligations (as defined in the PBH Agreement));

(d) the relevant Debtors may, subject to any requirement by the Court that a further order or notice is necessary, at any time upon 15 days' notice to the Counterparties, reject the MSN 35307 Agreements or abandon the MSN 35307 Equipment and return the MSN 35307 Equipment in accordance with the procedures set forth in decretal paragraph 4 hereof; *provided*

*that* the relevant Debtors may not elect to reject the MSN 35307 Agreements with a return date sooner than the earlier of (i) December 31, 2021 and (ii) two weeks prior to the anticipated effective date of the Debtors' chapter 11 plan of reorganization. For the avoidance of doubt and notwithstanding anything to the contrary herein, the Debtors shall not be permitted to reject or abandon only a portion of the MSN 35307 Equipment (*e.g.* an airframe but not its associated engines) or some but not all of the MSN 35307 Agreements; and

(e) the Counterparties may notify the Debtors of the Counterparties' desire to terminate the Stipulation Period as to the MSN 35307 Agreements and the MSN 35307 Equipment related thereto at any time upon 60 days' prior written notice to the Debtors, whereupon the Debtors shall return the MSN 35307 Equipment in accordance with procedures set forth in decretal paragraph 4 hereof.

4. Upon termination of the Stipulation Period for any reason other than assumption of an MSN 35307 Agreement:

(a) (x) the Debtors shall cooperate with the relevant Counterparty on completing an orderly redelivery process by:

(i) making the MSN 35307 Equipment (together with (1) the original engines listed on Exhibit A hereto, which shall be installed on the airframe (unless any such engine is not in an airworthy condition or is subject to a possessory lien relating to the pre-petition period and remains in the custody of the party holding such lien or a post-petition lien permitted under the PBH Agreement), (2) any other items constituting the MSN 35307 Equipment under the MSN 35307 Agreement that were installed thereon during the last regularly scheduled flight (*it being understood* that Lessee shall not intentionally discriminate by replacing an APU or landing gear with a lesser value part in

anticipation of redelivery), and (3) any quick engine change (QEC) kit that was delivered to the Lessee together with the MSN 35307 Equipment (which QEC may be returned either installed on the airframe or, if a particular engine is off-wing, in parts) and any engine stand on which the MSN 35307 Equipment was delivered to the Lessee) available to the applicable Counterparty at its or their then-current location and in its or their then “as is, where is” condition;

(ii) providing reasonable access to any electronically accessible records relating to the MSN 35307 Equipment and permitting the downloading and copying thereof, including access to the digital aircraft records repository Stream;

(iii) upon the applicable Counterparty’s request and at such Counterparty’s sole cost and expense, cooperating in taking all actions (including filings) and signing and providing all documents reasonably required by the Counterparties with regard to the deregistration and export from the current state of registration or country of previous importation (in each case, to the extent applicable);

(iv) preparing and signing a non-incident statement; and

(v) preparing and delivering all technical records, documents, reports and statements relating to the MSN 35307 Equipment that are in the Debtors’ possession or control (the “**Technical Records**”), in their then “as is, where is” condition, without certification or signature and without performing any independent verification or audit thereof, except that the Lessee will certify or sign any such Technical Record that, in its reasonable judgment, does not require Lessee to perform more than *de minimis* additional verification or audit and otherwise as more particularly described in the PBH Agreement; and

(y) the Debtors shall, upon the applicable Counterparty's request and at such Counterparty's sole cost and expense, in a commercially reasonable manner:

(i) deliver the MSN 35307 Equipment, the Technical Records and all other items listed in clause (a)(x)(i) above, as applicable, from its or their then current location to a location in the contiguous United States advised by such Counterparty and reasonably acceptable to the Debtors via a ferry flight (the timing, manner and scheduling of such ferry flight to be subject to a commercial reasonableness standard, taking into account Debtors' operational and commercial limitations as to timing and manner of redelivery), *provided that*, absent gross negligence or willful misconduct of the Debtors, the Debtors shall incur no liability as a result of complying with their obligations under this paragraph 4(a)(y)(i);

(ii) use its commercially reasonable efforts to cooperate with such Counterparty on locating any technical records and documents relating to the MSN 35307 Equipment that such Counterparty identifies as missing or otherwise not made available at the time of the return; and

(iii) cooperate with the Counterparties in order to assign any remaining assignable manufacturer warranties and warranty claims, or the benefit thereof, to the owner of the related MSN 35307 Equipment;

(b) the automatic stay provided under section 362 of the Bankruptcy Code shall be and hereby is modified to (i) allow the Debtors and the Counterparties to effectuate the provisions of this Stipulation, (ii) transfer, move, deregister, dispose of or effect title transfer of such MSN 35307 Equipment, as applicable, and (iii) apply any security deposit and/or maintenance reserves held by such Counterparty to the extent permitted by and in accordance with the terms of the MSN 35307 Agreements against obligations of the relevant Debtors thereunder.

The Counterparties agree that they shall not assert any claims against the Debtors in any court other than this Court, except as authorized by this Court;

(c) the Counterparties shall, within ten (10) Business Days (as such term is defined in the MSN 35307 Agreements) of receipt of the Debtors' summary of charges therefor, reimburse the Debtors for their actual and reasonable costs and expenses of (i) storing, insuring and maintaining the MSN 35307 Equipment beginning on the fifteenth day after the date that the Stipulation Period terminates through the date that the MSN 35307 Equipment is returned to the Counterparties (provided that the delay past such fifteenth day is not caused by commercially unreasonable delays of the Debtors) and (ii) performing any other services or taking any other actions described in paragraphs 4(a)(x)(iii) and 4(a)(y). For the avoidance of doubt, any amounts charged by the Debtors to the Counterparties pursuant to the terms of this Stipulation for storage, maintenance or other services shall (x) if performed or provided by parties other than Debtors, be the actual amounts invoiced to Lessee for such services without any added profit or other mark-up and (y) otherwise, be charged in accordance with the Lessee's standard rates charged to third parties for such services. All payments to the Debtors under this Stipulation shall be made by wire transfer in immediately available funds, without any set-off or counterclaim; and

(d) notwithstanding the termination of the Stipulation Period, the MSN 35307 Agreements shall be deemed to continue in effect through the date that the Debtors return the MSN 35307 Equipment to the Counterparties solely for the purpose of enabling Debtors to comply with their obligations under this decretal paragraph 4.

5. During the Stipulation Period, the performance by the Lessee of the terms and conditions set forth in this Stipulation and the PBH Agreement shall satisfy any and all rights of the Counterparties to administrative expense status or priority in payment under any applicable

provision of the Bankruptcy Code for any claims arising out of or related to the Stipulation Period based on the obligations (both monetary or performance based, or in each case lack thereof) of any Debtors in these chapter 11 cases, including pursuant to sections 361, 362, 363, 364, 365 or 503 of the Bankruptcy Code, or any similar provision under the Cape Town Convention on International Interests in Mobile Equipment and the Protocol thereto on Matters Specific to Aircraft Equipment, each as opened for signature on November 16, 2001, that arise out of or relate to the MSN 35307 Equipment.

6. Following any breach of this Stipulation or of the PBH Agreement by the Debtors, the Counterparties may assert an administrative expense claim against the Debtors, as permitted under the Bankruptcy Code, for any actual damages resulting from such breach. Except in the case of a breach of Debtors' obligations under decretal paragraphs 3(a) or 3(b) of this Stipulation, as to which Debtors shall not have any notice or cure period, to the extent that the Counterparties assert that the Debtors have breached their obligations under any other provision of this Stipulation or the PBH Agreement (the "**Specified Obligations**"), (i) if the Counterparties have actual knowledge of such breach, the Counterparties shall provide the Debtors prompt written notice thereof, (ii) Debtors shall have 30 days to remedy such breach and (iii) if such breach is remedied within such 30-day period, then the Counterparties shall not assert or otherwise be entitled to any administrative expense or priority in payment with respect to a breach of the applicable Specified Obligations. Nothing contained herein shall be deemed to require a Counterparty to provide Debtors with notice of a breach of any of the Specified Obligations if the Counterparty is not actually aware of such breach. In addition, notwithstanding anything herein or in the PBH Agreement to the contrary, the Counterparties have and may assert (subject to allowance of the amount of the claim by the Court) each of the following against the Debtors solely as pre-petition



(non-administrative priority status expense) claims: (x) any claim that (1) would have been entitled to administrative expense or priority in payment but for this Stipulation or the PBH Agreement and (2) is not payable under this Stipulation or the PBH Agreement, and (y) any claims for the difference between the rent and maintenance payments or other obligations payable or performable by the Debtors under the MSN 35307 Agreements during the Stipulation Period as compared to the rent and maintenance payments or other obligations payable or performable by the Debtors under the MSN 35307 Agreements (as modified by the PBH Agreement and this Stipulation) during the Stipulation Period. The Counterparties shall have until the later of (1) 30 days after the effective date of rejection of the MSN 35307 Agreements or the abandonment of the MSN 35307 Equipment and (2) any general claims bar date set by the Court to file a proof of claim for any pre-petition claims, including claims arising out of or relating to the rejection of the MSN 35307 Agreements or the abandonment of the MSN 35307 Equipment. The Counterparties may file an administrative claim on or before any administrative claim bar date that is set by the Court. The Debtors and any representative of the Debtors' estates reserve all defenses, rights and remedies with respect to any claim (administrative or otherwise) asserted by any Counterparty.

7. The execution of this Stipulation and the PBH Agreement is not an assumption or cure under any applicable provision of the Bankruptcy Code by the Debtors in respect of the MSN 35307 Agreements between the Debtors, as applicable, and the Counterparties. The rights of the Debtors, as applicable, (i) to assume any MSN 35307 Agreements under Bankruptcy Code section 365(b)(1), including, without limitation, ascertaining the cure amounts and other obligations required with respect to such assumptions, (ii) to reinstate any MSN 35307 Agreement or otherwise leave any Counterparty unimpaired under Bankruptcy Code section 1124, or (iii) to provide the "indubitable equivalent" under Bankruptcy Code section 1129(b)(2)(A)(iii), shall, in

each case, be based upon the MSN 35307 Agreements (ignoring in their entirety any changes, revisions or modifications to the terms of the MSN 35307 Agreements effected by this Stipulation and the PBH Agreement). Debtors agree that they shall not include any MSN 35307 Agreement, their rights under such MSN 35307 Agreement, or any MSN 35307 Equipment as collateral nor grant any lien on such MSN 35307 Agreement, their rights under such MSN 35307 Agreement or any MSN 35307 Equipment under any debtor in possession financing without the prior written consent of the applicable Counterparty. In addition, any currently existing right of the Counterparties to seek adequate protection in the event that any motion could be anticipated to result in the diminution in the value of the Counterparties' Interests in Debtors' property or the MSN 35307 Equipment, or to interpose objections to any sale by the Debtors of any property in which the Counterparties have an Interest, are hereby reserved and preserved, as are all of the Debtors' rights, remedies, defenses and objections with respect to any such matters.

8. Except as provided in this Stipulation, all rights of the Parties are hereby reserved and preserved. All rights of the Parties provided in this Stipulation shall survive the termination of the Stipulation.

9. This Stipulation shall be binding, *nunc pro tunc*, as of the Petition Date, upon (i) the Debtors and any trustee or examiner that may be appointed in these chapter 11 cases, and their respective successors and assigns, (ii) the Counterparties and their respective successors and assigns and (with respect to those Counterparties that are trusts or trustees) trust beneficiaries who so direct or authorize the trusts or trustee of the trusts to enter into this Stipulation, and (iii) the trustee in the event that any of the chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code.

10. This Stipulation, the PBH Agreement and the MSN 35307 Agreements contain the entire agreement among the Parties with respect to the subject matter hereof, and may only be modified in writing, signed by the applicable Parties or their duly appointed agents. In the event of any conflict or inconsistency between any provision of any MSN 35307 Agreement, on the one hand, and any provision of this Stipulation or the PBH Agreement, on the other hand, the provisions of this Stipulation and the PBH Agreement shall control. In the event of any conflict or inconsistency between any provision of the Stipulation, on the one hand, and any provision of the PBH Agreement, on the other hand, the provisions of this Stipulation shall control.

11. This Stipulation may be executed in one or more counterparts, by facsimile, electronic transmission or otherwise, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

12. This Stipulation shall be effective immediately upon approval by the Court. The Court shall retain jurisdiction for purposes of resolving any issues arising out of or relating to this Stipulation or the PBH Agreement.

SO ORDERED:

Dated: New York, New York  
\_\_\_\_, 2021

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THE HONORABLE SHELLEY C. CHAPMAN  
UNITED STATES BANKRUPTCY JUDGE

Stipulated and agreed to by:

Dated: New York, New York  
\_\_\_\_\_, 2021

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_, 2021

WIMINGTON TRUST COMPANY, not in its  
individual capacity, but solely as owner trustee of  
the Aircraft 78B-35307 (Delaware) Trust  
as Lessor of MSN 35307

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A (AerCap)**

**Counterparties**

1. Wilmington Trust Company, not in its individual capacity, but solely as owner trustee of the Aircraft 78B-35307 (Delaware) Trust, as lessor.

**MSN 35307 Equipment**

1. One (1) Boeing model 787-8 airframe bearing manufacturer's serial number 35307 and U.S. registration mark N964AM, together with two (2) General Electric model GENx-1B70/P1 engines respectively bearing manufacturer's serial numbers 956247 and 956253.

**MSN 35307 Agreements**

1. Aircraft Lease Agreement dated as of June 23, 2006, between Aerovías de México, S.A. de C.V., as lessee, and International Lease Finance Corporation, as lessor, as assigned pursuant to the Lease Assignment dated as of September 17, 2013, among Wilmington Trust Company, a Delaware trust company not in its individual capacity but solely as owner trustee of the Aircraft 78B-35307 (Delaware) Trust, as assignee, International Lease Finance Corporation, as assignor, and Aerovías de México, S.A. de C.V., as lessee.
2. Amendment No. 1 to Aircraft Lease Agreement dated as of May 25, 2011, between International Lease Finance Corporation, as lessor, and Aerovías de México, S.A. de C.V., as lessee.
3. Amendment No. 2 to Aircraft Lease Agreement dated as of November 29, 2012, between International Lease Finance Corporation, as lessor, and Aerovías de México, S.A. de C.V., as lessee.
4. Amendment #3 to Aircraft Lease Agreement dated October 17, 2013, between Wilmington Trust Company, not in its individual capacity but solely as owner trustee of the Aircraft 78B-35307 (Delaware) Trust, as lessor, and Aerovías de México, S.A. de C.V., as lessee.
5. Rent Confirmation Letter dated October 17, 2013, between Wilmington Trust Company, not in its individual capacity but solely as owner trustee of the Aircraft 78B-35307 (Delaware) Trust, as lessor, and Aerovías de México, S.A. de C.V., as lessee.
6. Estoppel and Acceptance Certificate dated October 17, 2013, issued by Aerovías de México, S.A. de C.V.

7. Amendment #04 to Aircraft Lease Agreement dated as of February 7, 2020, between Wilmington Trust Company, not in its individual capacity but solely as owner trustee of the Aircraft 78B-35307 (Delaware) Trust, as lessor, and Aerovías de México, S.A. de C.V., as lessee.
8. Global Rent Amendment Agreement dated as of April 23, 2020, by and between the various lessors listed in Schedule 1 thereto (including Wilmington Trust Company, not in its individual capacity, but solely as owner trustee of the Aircraft 78B-35307 (Delaware) Trust) and Aerovías de México, S.A. de C.V., as lessee.
9. Any and all other operative documents relating to the MSN 35307 Equipment, including, without limitation, all lease agreements, loan agreements, funding agreements, indentures, all parties agreements, participation agreements, security agreements, intercreditor agreements, guarantee agreements and indemnity agreements, notices, acknowledgements, as applicable, and any amendments, supplements, side letters, novations or assignments pertaining to any of the foregoing.

**EXHIBIT B**

[Redacted]

**AMENDED POWER BY THE HOUR AGREEMENT  
(AIRCRAFT MSN 35307)**

**THIS AMENDED POWER BY THE HOUR AGREEMENT (AIRCRAFT MSN 35307)** (together with schedules hereto, this “PBH Agreement”) is dated \_\_\_\_\_, 2021, among Aerovías de México, S.A. de C.V. (the “Lessee”) and the counterparty or counterparties listed on the signature pages hereto (each, a “Counterparty” and collectively, the “Counterparties”).

**WHEREAS**, the Counterparties and the Lessee are parties to the agreements listed on Exhibit A hereto (the “MSN 35307 Agreements”) relating to that certain aircraft listed on Exhibit A hereto (the “MSN 35307 Equipment”);

**WHEREAS**, on June 30, 2020, the Lessee and certain of its affiliates, as debtors and debtors in possession (the “Debtors”), commenced cases under chapter 11 of title 11 of the United States Code (the “Chapter 11 Cases”) in the United States Bankruptcy Court for the Southern District of New York (the “Court”);

**WHEREAS**, on September 14, 2020, the Lessee and the Counterparties entered into that certain *Stipulation and Order Between Certain Debtors and Counterparties Concerning Certain Equipment* (the “Existing Stipulation”) providing that the Lessee and the Counterparties may enter into PBH Agreements (as defined in the Existing Stipulation);

**WHEREAS**, the Lessee and the Counterparties entered into that certain PBH Agreement (MSNs 35306, 35307, 35038, 35312 and 65092) dated September 21, 2020 (the “Existing PBH Agreement”);

**WHEREAS**, on \_\_\_\_\_, 2021, the Lessee and the Counterparties entered into that certain *Amended Stipulation and Order Between Certain Debtors and Counterparties Concerning Certain Equipment* (the “Lessor Stipulation and Order”); and

**WHEREAS**, this PBH Agreement is the PBH Agreement (as defined in the Lessor Stipulation and Order).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessee and the Counterparties hereby agree as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lessor Stipulation and Order or, if not defined therein, in the applicable MSN 35307 Agreement. In addition, certain terms used in this PBH Agreement and in the Lessor Stipulation and Order are defined on Exhibit B hereto.



2. **Effectiveness.** The power by the hour arrangements set forth in this PBH Agreement shall be applicable in respect of the usage of the MSN 35307 Equipment during the period commencing on July 1, 2020 until the end of the Stipulation Period (such period, the "PBH Period"); *provided* that the confidentiality provisions in Section 11(d) below shall survive the end of the PBH Period and the termination of this PBH Agreement in accordance with the terms thereof.

3. **PBH Rent.**

- (a) The power by the hour rate for the MSN 35307 Equipment (the "PBH Rate") shall be the relevant rate set forth in the table on Schedule 1 hereto under the column titled "PBH Rate" opposite the corresponding equipment type and vintage.
- (b) For each airframe or engine constituting the MSN 35307 Equipment that is operated during any calendar month (or part thereof) of the PBH Period, the Lessee shall pay to the Counterparties in arrears an amount (the "PBH Rent") equal to the PBH Rate corresponding to such MSN 35307 Equipment, multiplied by the number of flight hours operated by such airframe or engine during such calendar month (or part thereof).
- (c) [REDACTED].

4. **Maintenance Utilization Amount.**

- (a) The maintenance utilization rate (the "Maintenance Utilization Rate") for each relevant component of the MSN 35307 Equipment shall be the relevant rate set forth in the table on Schedule 2 hereto under the column designated for such component opposite the corresponding equipment type.
- (b) [REDACTED].
- (c) [REDACTED].

5. **PBH Utilization Statement.** As soon as available and in any event within fifteen (15) days after the end of each calendar month during the PBH Period, the Lessee shall deliver a statement to the Counterparties specifying the utilization of each relevant component of the MSN 35307 Equipment during such calendar month, substantially in the form of Schedule 3 hereto (the "PBH

Utilization Statement"); *provided* that the PBH Utilization Statements for July 2020 and August 2020 shall be delivered no later than September 15, 2020.

6. **Payment Account.** All payments by the Lessee to the Counterparties hereunder shall be made to such account as the relevant Counterparty may instruct in writing.

7. **Payments Generally.** All payments by the Lessee to the Counterparties hereunder shall be made in accordance with the applicable procedures (including any tax gross-up and tax indemnity provisions) established in the MSN 35307 Agreements.

8. [REDACTED].

9. [REDACTED].

10. [REDACTED].

11. **Miscellaneous.**

(a) The effectiveness of this PBH Agreement and any obligations and/or liabilities of the Debtors and the Counterparties hereunder shall be subject to the Court entering the Lessor Stipulation and Order.

(b) This PBH Agreement may be executed in one or more counterparts, by facsimile, electronic transmission or otherwise, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

(c) This PBH Agreement and any claim, controversy or dispute relating to or arising out of this PBH Agreement shall be governed by, and construed in accordance with, the laws of the State of New York; *provided* that the Court shall have exclusive jurisdiction to hear disputes arising from or related to this PBH Agreement during the pendency of the Chapter 11 Cases.

(d) Each of the Counterparties undertakes and agrees to cause itself and each of its respective affiliates, directors, officers, employees and advisers to retain in strict confidence the terms of this PBH Agreement (including all schedules hereto) ("Confidential Information"), and not to use, disclose to others or permit the use or disclosure of any Confidential Information during the PBH Period and for one year thereafter; *provided*, that Confidential Information may be disclosed (i) to such Counterparty's affiliates, directors, officers, employees, agents, transferees, lenders, servicers, managers, auditors and any of their respective advisers that need to know such information (provided that such individuals agree to maintain the confidentiality of such information on substantially the same terms as those set forth in this paragraph); (ii) if required by applicable law or judicial order or if requested by any governmental or regulatory authority having jurisdiction over such Counterparty; or (iii) as may be required to obtain the Court's approval of this PBH Agreement; *provided* that the Counterparties shall have no obligation under this paragraph for any Confidential Information that has come within the public domain through no fault of or action by the Counterparties or that has otherwise been previously disclosed to the person receiving such Confidential Information by the Lessee, the Debtors or any of their respective affiliates, directors, officers, employees or advisers.

*[Signature Pages Follow]*

**PRIVATE AND CONFIDENTIAL**

IN WITNESS WHEREOF, this PBH Agreement has been executed and delivered by each of the parties hereto on the date first set forth above.

**LESSEE:**

AEROVÍAS DE MÉXICO, S.A. DE C.V.

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

**COUNTERPARTIES:**

WIMINGTON TRUST COMPANY, not in its  
individual capacity, but solely as owner trustee of  
the Aircraft 78B-35307 (Delaware) Trust  
as Lessor of MSN 35307

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Schedule 1  
to  
Power by the Hour Agreement

**[Redacted]**

**PBH Rate**

Schedule 2  
to  
Power by the Hour Agreement

**[Redacted]**

**Maintenance Utilization Rate**

Schedule 3  
to  
Power by the Hour Agreement

**Form of PBH Utilization Statement**

**[Attached]**



# Aircraft Summary Report

Report Period from 01.Jul.2020 to 31.Jul.2020

## Aircraft Specification

Manufacturer	
Type	
Model	
Serialnumber	
Date of Manufacture	
Current Registration	
Current Operator	
Aircraft Operating Limitation	

## Certificates

Name of Certificate	Certificate Number	Issue Date	Expired Date
Airworthiness Certificate			
Certificate of Registration			

## Airframe Status 31.Jul.2020

Total Airframe Hours	
Total Airframe Cycles	
Period Airframe Hours	
Period Airframe Cycles	

## Next Major Check Performed

Check Type	Due-Date	TAH Due	TAC Due
HM1-P			

## Main Engines (Currently Installed)

Manufacturer		
Position	ENG1	ENG2
Partnumber		
Serialnumber		
Time Since New		
Cycles Since New		
Time Since OH		
Cycles Since OH		
Last OH Date		
Period Hours		
Period Cycles		

# Summary Report

Main Engines (Delivered with A/C)		
Manufacturer		
Position	ENG1	ENG2
Partnumber		
Serialnumber		
Time Since New		
Cycles Since New		
Time Since OH		
Cycles Since OH		
Last OH Date		
Period Flight Hours		
Period Flight Cycles		



# Summary Report

## Installed Auxiliary Power Unit (APU)

Manufacturer	
Position	APU
Partnumber	
Serialnumber	
Flight Time Since New	
Flight Cycles Since New	
Time Since OH	
Cycles Since OH	
Last OH Date	
APU Hours Since New	
APU Cycles Since New	
Period Flight Hours	
Period Flight Cycles	
Period Counter for APU Cycles	
Period Counter for APU Hours	

## Landing Gears

Manufacturer			
Position	LH MLG	NLG	RH MLG
Partnumber			
Serialnumber			
Time Since New			
Cycles Since New			
Time Since OH			
Cycles Since OH			
Last OH Date			
Period Hours			
Period Cycles			

**EXHIBIT A (AerCap)**

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**MSN 35307 Equipment**

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9. Any and all other operative documents relating to the MSN 35307 Equipment, including, without limitation, all lease agreements, loan agreements, funding agreements, indentures, all parties agreements, participation agreements, security agreements, intercreditor agreements, guarantee agreements and indemnity agreements, notices, acknowledgements, as applicable, and any amendments, supplements, side letters, novations or assignments pertaining to any of the foregoing.

**EXHIBIT B**

**[Redacted]**

**EXHIBIT C**

**[Redacted]**