

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

In re:

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

Debtors.¹

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

**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**”)² 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-

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

² 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. To the extent that the PDP Financing Parties or their respective affiliates file, or have filed as of the date hereof, proofs of claim on account of, arising from or in any way related to the PDP Financing Transactions, the rights of all parties are reserved with respect to such claims, including, without limitation, the allowance and amount thereof.

6. 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.

7. 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.

8. 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.

9. 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.

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

Dated: May 4, 2021
New York, New York

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