UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	**Chapter 11**
GRUPO AEROMÉXICO, S.A.B. de C.V., *et al.*,	**Case No. 20-11563 (SCC)**
Debtors.[1]	**(Jointly Administered)**

THIRD NOTICE OF ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

PLEASE TAKE NOTICE that on April 20, 2021, the United States Bankruptcy Court for the Southern District of New York (the "**Court**") entered the attached order (the "**Order**")[2] approving Assumption Procedures for the assumption or assumption and assignment of Contracts. The Assumption Procedures enable Grupo Aeroméxico, S.A.B. de C.V. and its affiliates that are debtors and debtors in possession in these cases (collectively, the "**Debtors**") in the chapter 11 cases that are jointly administered under Case No. 20-11563 (SCC), to assume or assume and assign Contracts without further notice.

PLEASE TAKE FURTHER NOTICE that by this written notice (the "**Third Assumption Notice**"), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 1** attached hereto shall be assumed or assumed and assigned effective as of the date (the "**Assumption Date**") set forth on **Schedule 1**, or such other date as the Debtors and the counterparty or counterparties to any such Contract agree, pursuant to an order substantially in the form attached hereto as **Annex II** (the

[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] Unless defined herein, each capitalized term shall have the meaning ascribed to it in the Order, which is attached as **Annex I** hereto.

"**Proposed Assumption Order**"), unless a written objection is filed with the Court and served by the Objection Deadline (as defined below) in accordance with the terms of the Order.

PLEASE TAKE FURTHER NOTICE that the Debtor has the financial wherewithal to meet all future obligations under the Contract(s) listed on **Schedule 1**, which may be evidenced upon written request by the counterparty to the Contract, thereby demonstrating that the Debtor has the ability to comply with the requirements of adequate assurance of future performance.[3]

PLEASE TAKE FURTHER NOTICE that pursuant to the terms of the Order, if any party objects to the assumption or the assumption and assignment of any of the Contracts listed on **Schedule 1**, such objection must be filed with the Court and served upon the following parties by June 25, 2021 at 4:00 p.m. (prevailing Eastern Time) (the "**Objection Deadline**"):

1. the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, New York, Attn: Andrea Beth Schwartz, Email: andrea.b.schwartz@usdoj.gov;
2. counsel to the Debtors, Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Timothy Graulich, Stephen Piraino, and Matthew Masaro, Email: timothy.graulich@davispolk.com, stephen.piraino@davispolk.com, and matthew.masaro@davispolk.com;
3. counsel to the Committee, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Brett Miller, Todd Goren, Craig Damast, and Debra M. Sinclair, Email: bmiller@willkie.com, tgoren@willkie.com, cdamast@willke.com, and dsinclair@willkie.com; and

[3] The Debtors shall serve the counterparty or counterparties to the Contract with evidence of adequate assurance upon such counterparty's written request to Debtors' counsel.

4. counsel to Apollo Management Holdings, L.P., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 1006, Attn: Richard J. Cooper, Luke A. Barefoot, and Thomas S. Kessler, Email: rcooper@cgsh.com, lbarefoot@cgsh.com, and tkessler@cgsh.com.

Only those responses that are (a) in English and (b) timely filed and served will be considered at any hearing.

PLEASE TAKE FURTHER NOTICE that, absent an objection being timely filed and served, the assumption of each Contract shall become effective on the Assumption Date set forth in **Schedule 1** annexed hereto, or such other date as the Debtors and the counterparty or counterparties to such Contract agree.[4]

PLEASE TAKE FURTHER NOTICE that, where applicable, the proposed cure amount under any Contract being assumed is set forth in **Schedule 1**. If a written objection to the proposed cure amount is not duly filed or served, then the cure amount shall be binding on all parties and no amount in excess thereof shall be paid for cure purposes.

PLEASE TAKE FURTHER NOTICE that, if an objection to the assumption or assumption and assignment of any Contract is timely filed and served and not withdrawn or resolved, the Debtors shall file a notice for a hearing, which hearing may be an otherwise scheduled omnibus hearing, to consider the objection for the Contract to which such objection relates. If such objection is overruled or withdrawn, such Contract shall be assumed or assumed

[4] An objection to the assumption or assumption and assignment of any particular Contract listed on **Schedule 1** to this Third Assumption Notice shall not constitute an objection to the assumption of any other Contract listed on **Schedule 1** to this Third Assumption Notice. Any objection to the assumption of any particular Contract listed on **Schedule 1** to this Third Assumption Notice must state with specificity the Contract to which it is directed. For each particular Contract whose assumption is not timely or properly objected to, such assumption will be effective in accordance with this Third Assumption Notice and the Order.

and assigned as of the Assumption Date set forth on **Schedule 1**, or such other date as the Debtors and the counterparty or counterparties to such Contract agree.

Dated: June 4, 2021
New York, New York

DAVIS POLK & WARDWELL LLP

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and Debtors in Possession