

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

Grupo Aeroméxico, S.A.B. de C.V., *et al.*

Debtors

Chapter 11

Case No. 20-11563

(Jointly Administered)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2) of the Federal Rules of Bankruptcy Procedure of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee

BARCLAYS BANK PLC

Phone: 1 212.526.1265

Last Four Digits of Acct #: N/A

Name and Address where notices and payments to transferee should be sent:

Barclays Bank PLC

745 Seventh Avenue, 2nd Floor

New York, NY 10019

Attn: Special Situations Trading

Email: khalil.abumanneh@barclays.com

and

Barclays Bank PLC

125 S. West St.

Wilmington, DE 19801

Attn: Distressed Closers

E-mail: distressedclosers@barclays.com

Name of Transferor

**ASOCIACIÓN SINDICAL DE PILOTOS AVIADORES
DE MÉXICO**

Phone: 52 55 1224 0012 (Mexico)

Last Four Digits of Acct #: N/A

Claim No: 12739

Case No.: 20-11565


Date Filed: 1/11/2021

Claim allowed pursuant to *Order Pursuant to 11 U.S.C. 363(b), 105(a) and Fed. R. Bankr. P. 9019(a) Authorizing Entry into New Agreements Establishing New Labor Conditions with ASPA, ASSA, STIA, and Independencia* (Docket No. 1101)

Total Amount of Claim: \$48,410,000 against Aerolitoral, S.A.

Transferred Amount of Claim: \$45,000,000 of ASPA's claim against Aerolitoral, S.A.

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: 
Name: Salvatore Russo
Title: Authorized Signatory
Date: 2021.08.03
Time: 16:38:06
-04'00'

Date: August 3, 2021

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

EVIDENCE OF TRANSFER OF CLAIM

TO: United States Bankruptcy Court
Southern District of New York
Attn: Clerk

AND TO: Grupo Aeroméxico, S.A.B. de C.V., *et al.*
Case No. 20-11563

ASOCIACIÓN SINDICAL DE PILOTOS AVIADORES DE MÉXICO ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms of a Transfer of Claim Agreement dated as of the date hereof, does hereby certify that it has unconditionally and irrevocably sold, transferred and assigned to:

Barclays Bank PLC
745 Seventh Avenue, 2nd Floor
New York, NY 10019
Attn: Special Situations Trading
Email: khalil.abumanneh@barclays.com

and

Barclays Bank PLC
125 S. West St.
Wilmington, DE 19801
Attn: Distressed Closers
E-mail: distressedclosers@barclays.com

its successors and assigns ("Buyer"), all right, title and interest in and to the \$45,000,000 of the claims of Seller's claim against Debtor Aerolitoral, S.A. (the "Transferred Claim"), docketed as Claim No. 12739 in the United States Bankruptcy Court for the Southern District of New York, and allowed pursuant to *Order Pursuant to 11 U.S.C. 363(b), 105(a) and Fed. R. Bankr. P. 9019(a) Authorizing Entry into New Agreements Establishing New Labor Conditions with ASAP, ASSA, STIA, and Independencia* entered on April 22, 2021 in the Bankruptcy Case (Docket No. 1101).

Seller hereby waives any objection to the transfer of the Transferred Claim to Buyer on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the U.S. Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges, understands and agrees, and hereby stipulates that an order of the Bankruptcy Court may be entered without further notice to Seller transferring to Buyer the Claim and recognizing the Buyer as the sole owner and holder of the Transferred Claim.

Buyer does not assume and shall not be responsible for any obligations or liabilities of Seller related to or in connection with the Transferred Claim or the Bankruptcy Case. You are hereby directed to make all future payments and distributions free and clear of all setoffs and deductions, and to give all notices and other communications, in respect of the Transferred Claim to Buyer.


[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have executed this Evidence of Transfer of Claim as of August 4, 2021.

**ASOCIACIÓN SINDICAL DE PILOTOS
AVIADORES DE MÉXICO**

By: _____
Name: Felipe Castro Vega
Title: ASPA Undersecretary of Labor

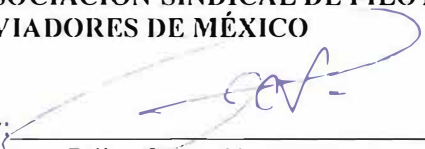
BARCLAYS BANK PLC

By: _____
Name: 
Title: Name: Salvatore Russo
Title: Authorized Signatory

Date: _____
2021.08.03
16:39:03
-04'00'

IN WITNESS WHEREOF, Seller and Buyer have executed this Evidence of Transfer of Claim as of August 4, 2021.

**ASOCIACIÓN SINDICAL DE PILOTOS
AVIADORES DE MÉXICO**

By: 
Name: Felipe Castro Vega
Title: ASPA Undersecretary of Labor

BARCLAYS BANK PLC

By: _____
Name:
Title: