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*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.¹**

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

**CERTIFICATE OF NO OBJECTION REGARDING DEBTORS' MOTION FOR
ENTRY OF AN ORDER (I) AUTHORIZING DEBTOR AEROVÍAS DE MÉXICO,
S.A. DE C.V. TO ASSUME (ON AN AMENDED BASIS) THAT CERTAIN
ENGINE LEASE AGREEMENT AND (II) APPROVING THE CLAIMS
SETTLEMENT WITH NORTH SHORE AVIATION CAPITAL, LLC**

Pursuant to 28 U.S.C. § 1746, Rule 9075-2 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), and in accordance with the United States Bankruptcy Court’s case management procedures set forth in the *Order Establishing Certain Notice, Case Management, and Administrative Procedures*, entered on July 8, 2020 [ECF No. 79] (the “**Case Management Order**”), the undersigned hereby certifies as follows:

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.

1. On July 17, 2021, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) filed the *Debtors’ Motion for Entry of an Order (I) Authorizing Debtor Aerovías de México, S.A. de C.V. To Assume (On an Amended Basis) that Certain Engine Lease Agreement and (II) Approving the Claims Settlement with North Shore Aviation Capital, LLC* [ECF No. 1432] (the “**Motion**”). Objections and responsive pleadings to the Motion were due no later than August 5, 2021 at 4:00 p.m. (prevailing Eastern Time) (the “**Objection Deadline**”).

2. The Case Management Order and Local Rule 9075-2 provide that pleadings may be granted without a hearing if (a) no objections or other responsive pleadings have been filed on or before the applicable deadline and (b) the attorney for the entity that filed the pleading complies with the relevant procedural and notice requirements.

3. As of the filing of this certificate, more than 48 hours have elapsed since the Objection Deadline and, to the best of my knowledge, no objection or responsive pleading to the Motion has been (a) filed with the Court on the docket of the above-captioned chapter 11 cases or (b) served on the Debtors or their counsel.

4. Accordingly, the Debtors respectfully request that the Court enter the proposed order, a copy of which is attached hereto as **Exhibit A**, granting the Motion in accordance with the procedures set forth in the Case Management Order.

[Remainder of page intentionally left blank]

I hereby declare under penalty of perjury that the foregoing is true and correct to
the best of my knowledge, information, and belief.

Dated: August 11, 2021
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ Timothy Graulich

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*Counsel to the Debtors
and Debtors in Possession*

Exhibit A

Order

**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 (I) AUTHORIZING DEBTOR AEROVÍAS DE MÉXICO, S.A. DE C.V.
TO ASSUME (ON AN AMENDED BASIS) THAT CERTAIN ENGINE LEASE
AGREEMENT AND (II) APPROVING THE CLAIMS SETTLEMENT WITH
NORTH SHORE AVIATION CAPITAL, LLC**

Upon the motion (the “**Motion**”)² of the Debtors for entry of an order (this “**Order**”), (i) authorizing, but not directing, Debtor Aerovías de México, S.A. de C.V. (the “**Debtor Lessee**”) to assume the Engine Lease on an amended basis in accordance with the terms and conditions set forth in the Engine Lease Extension and Amendment Agreement attached hereto as **Exhibit 1** (the “**Amended Engine Lease**”) and (ii) approving the Unsecured Claims Settlement, each as set forth more fully in the Motion and the Landess Declaration; 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 of the Chapter 11 Cases and related proceedings

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 them in the Motion.

being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the notice parties identified in the Motion; 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 an opportunity for objection to and a hearing on the Motion having been given to the parties listed therein; 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 is in the best interests of the Debtors, their creditors, and all other parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted.
2. The Debtors are authorized, pursuant to and in accordance with section 365 of the Bankruptcy Code, to (a) assume the Engine Lease on an amended basis in accordance with the terms and conditions set forth in the Amended Engine Lease and (b) pay all amounts and otherwise perform all obligations under the Amended Engine Lease.
3. All obligations under the Amended Engine Lease shall be entitled to administrative expense priority pursuant to sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code.
4. The automatic stay under section 362 of the Bankruptcy Code is vacated and modified to the extent necessary to implement the terms and conditions set forth in the Amended Engine Lease. Upon the occurrence, and during the continuance, of any

event of default under the Amended Engine Lease, the 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 Chapter 11 Cases shall be deemed lifted and the Lessor may undertake any remedies and enforcement actions provided for under the Amended Engine Lease without the need for any authorization from the Court or further notice (other than as expressly provided for under the Amended Engine Lease). 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 under the Amended Engine 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.

5. The Debtors are authorized to execute, deliver, provide, implement, and fully perform any and all obligations, instruments, and papers provided for or contemplated in the Amended Engine Lease and to take any and all actions to implement the Amended Engine Lease.

6. The Unsecured Claims Settlement is (a) integral and necessary to the North Shore Transactions, (b) supported by reasonable consideration, (c) fair and equitable and in the best interest of the Debtors’ estates, and (d) permitted by the Bankruptcy Code, and thus, is hereby approved pursuant to Bankruptcy Rule 9019(a) and shall be binding on the Debtors and the Lessor.

7. In accordance with the Unsecured Claims Settlement, the Lessor, on behalf of itself and all of its affiliates, shall be allowed a non-priority general unsecured

claim in the amount of \$20,000 against the Debtor Lessee on account of all prepetition unsecured claims arising from and relating to the Engine Lease and the Engine (the “**Allowed General Unsecured Claim**”). For the avoidance of doubt, the foregoing general unsecured claim shall constitute the only general unsecured claim of the Lessor on account of the Engine Lease Agreement and the Engine allowed in the Chapter 11 Cases; *provided*, that the Lessor shall be entitled to administrative expense claims for any obligations arising under the Amended Engine Lease.

8. The Allowed General Unsecured Claim set forth above shall be automatically allowed upon the occurrence of the “Amendment Effective Date” under the Amended Engine Lease, and no further action shall be required of the Lessor or the Debtors to effectuate the allowance of such claim upon such occurrence. Any chapter 11 plan 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 the Debtor Lessee. Further, Epiq Corporate Restructuring, LLC is authorized to update the claims register to reflect the terms of this Order, including the allowance of proof of claim number 404 in the amount of \$20,000.

9. Unless otherwise expressly provided in the Amended Engine Lease, the Allowed General Unsecured Claim, any and all payments received or applied by the Lessor in accordance with Engine Lease or the Amended Engine Lease, the proceeds of any letter of credit issued in favor of the Lessor, and payments required to be made under the Amended Engine Lease and this Order, shall not be (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 or otherwise.

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

11. Notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, their respective affiliates, successors, and assigns, and any affected third parties, including, but not limited to, the Lessor, and all other persons asserting interests in the relevant aircraft.

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 Engine Lease.

Dated: _____, 2021
New York, New York

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Amended Engine Lease

EXECUTION VERSION

THIS ENGINE LEASE EXTENSION AND AMENDMENT AGREEMENT is made on ____ July 2021 (this "Agreement")

BETWEEN:

North Shore Aviation Capital, LLC, a limited liability company organized under the laws of the State of Delaware with its address at One Financial Plaza, 501 North Broadway, St. Louis, MO 63102 ("**Lessor**"); and

Aerovías de México, S.A. de C.V., a *sociedad anónima de capital variable*, with its address at Paseo de la Reforma 243, Piso 25, Cuauhémoc, 06500, Mexico City, Mexico ("**Lessee**").

WHEREAS:

- (A) On the terms and conditions of an Engine Lease Agreement dated as of 31 October 2013 between Celestial Aviation Trading 50 Limited, as lessor, and Lessee (the "**ELA**"), incorporating the provisions of the Engine Lease Common Terms Agreement dated 31 October 2013 between GE Capital Aviation Services Limited and Lessee (the "**Engine CTA**"), and as assigned pursuant to the Assignment, Assumption and Release Agreement dated 20 December 2018 between Celestial Aviation Trading 50 Limited, as assignor, and Lessor, as assignee (as may be further supplemented, assigned, novated, extended, modified and amended from time to time) (collectively, the ELA and the Engine CTA, the "**Lease**"), Lessee has on lease from Lessor one CFM International, Inc. GEnx/P-1B74/75P2 aircraft engine with engine manufacturer's serial number 956321 (the "**Engine**").
- (B) Lessor and Lessee wish to enter into this Agreement for the purposes of amending the Lease as provided below and to extend the Term from [REDACTED] to [REDACTED].
- (C) Lessee and certain of its debtor affiliates (the "**Debtors**") have filed voluntary petitions for relief under chapter 11 of 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 (the "**Bankruptcy Court**"), that are jointly administered as In re Grupo Aeroméxico, S.A.B. de C.V. et al., Case No. 20-11563 (SCC) (the "**Bankruptcy Cases**"), which Bankruptcy Cases remain pending.

IT IS AGREED as follows:

1. **INTERPRETATION**

Definitions: Capitalised terms used but not defined in this Agreement shall mean the same as when used in the Lease. References to a Clause or Schedule, unless otherwise stated, are references to clauses and schedules of this Agreement.

Amended Lease means the Lease as amended by this Agreement;

Amendment Effective Date means the date upon which the Assumption Order is entered by the Bankruptcy Court and the other conditions precedent in Clause 3.1 of this Agreement are satisfied;

Assumption Order means an order of the Bankruptcy Court in a form acceptable to the Lessor and Lessee (x) authorizing and approving the assumption of the Lease, as amended hereby, in form and substance satisfactory to Lessor and Lessee and consistent with the terms of this Agreement and any other transaction documents as contemplated by the terms herein; (y) authorizing Lessee to pay amounts and otherwise perform all obligations under this Agreement; and (z) granting relief from the automatic stay for Lessor to exercise any of Lessor's rights and remedies under the Lease upon the occurrence of any material event of default and,

upon giving a minimum of five (5) Business Days' written notice to the court and the Debtors and an opportunity for the Debtors and the Unsecured Creditors Committee (as defined therein) to seek an emergency hearing to contest the occurrence of such material event of default;

Bankruptcy Cases as defined in the Whereas Clause;

Bankruptcy Court as defined in the Whereas Clause;

Debtors as defined in the Whereas Clause;

Lease as defined in Whereas Clause; and

Parties means each of the Lessor and the Lessee.

2. LEASE AMENDMENTS

Effective as of the Amendment Effective Date, the Lease is hereby amended as follows:

- (a) **Lease Extension:** The period for which the Engine is leased to Lessee pursuant to the Lease is extended from [REDACTED] to [REDACTED]. Accordingly, the block row provision in the ELA entitled "Duration of Term" is hereby amended and restated as follows:

Duration of Term:	Subject to the block provision below titled "Extension Option", [REDACTED] months. The "Scheduled Expiry Date" shall be [REDACTED], or in the event that [REDACTED] falls on a day that is not a Business Day, the immediately preceding Business Day.
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- (b) **Lease Extension Options:** The block row provision in the ELA entitled "Extension Option" is amended and restated as follows:

Extension Option:	Lessee shall have the option, upon no less than [REDACTED] days' prior written notice to Lessor, to extend the Term for up to [REDACTED] successive extension terms (each, an " Extension Term "), with each Extension Term having a term between [REDACTED] months and [REDACTED] years as selected by Lessee. Such extension shall include the same terms included herein, except that Rent during each such Extension Term shall be equal to the [REDACTED] at the time of such election as mutually agreed between Lessor and Lessee upon receipt of Lessee's notice of intent to exercise each extension option. If Lessor and Lessee, each acting in good faith and reasonably, are unable to agree to the rent amount for any Extension Term within [REDACTED] days of Lessee's notice, the extension option set forth herein, shall lapse.
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- (c) **Rent:** The block row provision in the ELA entitled "Rent" is amended and restated as follows:

Rent:	Rent for the Engine in respect of each Rental Period during the Term shall be due and payable monthly in advance on each Rent Date in the following amounts: (i) \$[REDACTED] per month from the first Rent Date after the Amendment Effective Date through [REDACTED]; (ii) \$[REDACTED] per month from [REDACTED] through [REDACTED]; (iii) \$[REDACTED] from
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	<p>[REDACTED] through [REDACTED]; (iv) \$[REDACTED] per month from [REDACTED] through [REDACTED]; (v) \$[REDACTED] per month from [REDACTED] through [REDACTED]; and (vi) \$[REDACTED] from [REDACTED] through [REDACTED]. Rent for the period from the Amendment Effective Date to the immediately succeeding Rent Date shall be prorated for the actual number of days elapsed in such period and shall be due within [REDACTED] Business Days after the later of (x) the Amendment Effective Date and (y) the date on which Lessee receives Lessor's invoice therefor.</p> <p>Within [REDACTED] Business Days after the later of (x) the Amendment Effective Date and (y) the date on which Lessee receives Lessor's invoice(s) therefor, [REDACTED] shall pay in cash to [REDACTED] an amount equal to the product of \$[REDACTED]. Effective as of the Amendment Effective Date, Lessee shall not be required to pay [REDACTED]. If, prior to the Amendment Effective Date, Lessee pays [REDACTED] in respect of any days falling after [REDACTED], a portion of such [REDACTED] payment attributable to those days will be [REDACTED].</p>
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- (c) **Utilization Payments:** The block row provision entitled "Utilization Payments Applies" is amended and restated as follows:

Utilization Payments Applies:	<p>Lessor has received an amount [REDACTED] of US\$[REDACTED] representing Utilization Payments in accordance with the terms of the Lease.</p> <p>Within [REDACTED] Business Days after the later of (x) the Amendment Effective Date and (y) the date on which Lessee receives Lessor's invoice(s) therefor, [REDACTED], as payments required and authorized under the Assumption Order, shall [REDACTED] to [REDACTED] an amount [REDACTED] equal to the sum of the following:</p> <ul style="list-style-type: none"> (i) [REDACTED]; (ii) [REDACTED]; and (iii) [REDACTED].
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- (d) **Utilization Payments Letter of Credit:** The block row provision entitled "Utilization Payments Letter of Credit" is amended by adding the following paragraphs at the end of the existing text:

"From and after the Amendment Effective Date until Lessee provides Lessor with a new Utilization Payments Letter of Credit complying with the terms of the Amended Lease, Lessee shall make Utilization Payments to Lessor in accordance with the Lease. For the avoidance of doubt, the provisions of the Lease relating to the permitted adjustments of the Utilization Payments Letter of Credit shall continue to apply (for example, reduction of the value in conjunction with performance of an Engine Refurbishment and/or an Engine LLP Replacement).

Lessor shall hold the proceeds of its draw under the Utilization Payments Letter of Credit, the [REDACTED] and all subsequent Utilization Payments in accordance with the terms of the Lease and any such amount shall remain subject to the terms related to

[REDACTED], and, until Lessee's Chapter 11 plan of reorganization is confirmed by the Bankruptcy Court, without regard to any limitations in the Lease relating to or arising out of any prepetition default or event of default (howsoever defined in the Lease) or the filing or continuance of the Bankruptcy Cases. For the avoidance of doubt, Lessor is not granting any interest to Lessee in any of the proceeds of Utilization Payments Letter of Credit nor shall Lessee be entitled to any of the proceeds upon confirmation of the Chapter 11 plan of reorganization by the Bankruptcy Court or otherwise; provided, however, that this sentence is without prejudice to [REDACTED] obligations under the Lease."

- (e) **Assumed Ratio Adjustment Table:** Assumed Ratio Adjustment Table in Schedule B to the Engine Lease is replaced in its entirety with the following:

[REDACTED]

- (f) **Non-Compliance:** Clause 12.2(c) of the Engine CTA shall be deleted and replaced with the following:

"Lessee shall pay Rent to Lessor at a rate per month equal to the amount of Rent payable in respect of the last scheduled Rental Period [REDACTED], calculated on a per diem basis."

3. CONDITIONS PRECEDENT AND CONDITIONS SUBSEQUENT

- 3.1 **Conditions Precedent:** This Agreement shall become effective on the date when the conditions set forth in this Clause 3.1 shall have been satisfied (the "**Amendment Effective Date**"):

- (a) **Bankruptcy Court Approval:** The Assumption Order shall be entered by the Bankruptcy Court, which order is not stayed and as to which no motion for reconsideration or appeal is pending.
- (b) **Legal Opinion:** Lessee shall provide to Lessor, in form and substance reasonably satisfactory to Lessor, a legal opinion from Lessee's internal legal counsel addressed to Lessor as to Mexican law matters relating to Lessee.
- (c) Lessor's obligations under this Agreement are also subject to the conditions precedent that as of the date of this Agreement (i) the representations and warranties repeated by Lessee on the date hereof pursuant to Clause 4.9 of this Agreement shall be true and correct, and (ii) no Event of Default shall have occurred and be continuing; provided, however, it is acknowledged and agreed that each of (i) and (ii) above shall exclude any Default or Event of Default (each as defined in the Lease) that has occurred and is continuing as a consequence of the Bankruptcy Cases or pursuant to paragraph (e) of Schedule 9 of the Engine CTA.

3.2 **Conditions Subsequent:**

- (a) Within [REDACTED] Business Days following the Amendment Effective Date, Lessee shall arrange the filing of this Agreement with the Air Authority in Mexico ("**AFAC**") at its sole cost and expense promptly following the Amendment Effective Date; *provided* that Lessee's costs and expenses regarding registration shall be limited to the costs related to the translations to Spanish and the registration fees required by AFAC (but in no case shall Lessee be responsible for Lessor's costs of notarization, apostilling, or couriering Lessor's signature pages to this Agreement).
- (b) Lessee shall provide Lessor with one (1) original set of this Agreement duly ratified before a Mexican notary public;

- (c) Lessee shall provide Lessor with a copy of the Spanish translation of this Agreement, certified by an approved translator authorized by the Superior Tribunal of Justice of Mexico City (Tribunal Superior de Justicia de la Ciudad de Mexico) or by the Council of the Federal Judicature (Consejo de la Judicatura Federal); and
- (d) Within [REDACTED] Business Days following the filing before the Mexican Aeronautical Registry, Lessee shall provide Lessor with a copy of the confirmation of registration issued by the Mexican Aeronautical Registry.

4. MISCELLANEOUS

- 4.1 **Further Assurances:** Each of Lessor and Lessee 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 to carry out and effect the intent and purpose of this Agreement.
- 4.2 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall 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. Any party delivering an executed version of this Agreement by fax or email shall also deliver an originally executed counterpart but the failure to do so will not affect the validity or effectiveness of this Agreement.
- 4.3 **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, IN ALL RESPECTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE GOVERNING LAW 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).
- 4.4 **Jurisdiction and WAIVER OF JURY TRIAL:** Section 15.8(b)-(f) (*Governing Law; Jurisdiction; WAIVER OF JURY TRIAL*) of the Engine CTA shall apply to this Agreement as if the same were set out in full herein; provided, that the Bankruptcy Court shall have jurisdiction over any disputes while the Bankruptcy Cases are pending.
- 4.5 **Variation:** The provisions of this Agreement shall not be varied otherwise than by an instrument in writing executed by or on behalf of Lessor and Lessee.
- 4.6 **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.
- 4.7 **Costs and Expenses:** Each party shall bear its own fees, costs and expenses in connection with the preparation, negotiation and completion of this Agreement and performance of the transactions contemplated hereby.
- 4.8 **Cape Town Convention:** To the extent that the Cape Town Convention applies, or becomes applicable, to the Lease or the Engine, an International Interest of each of Lessor and the Financing Parties is intended to be created to the maximum extent permitted under the Cape Town Convention. Without limiting any other provisions of the Lease, Lessee:
 - (a) will co-operate in connection with the execution and filing of any applications, registrations, amendments or deregistrations as requested by Lessor from time to time to ensure the validity, enforcement and first priority of the International Interests;

- (b) shall consent to the registration of International Interests as required by the Lessor and will not register any conflicting interests (whether or not taking priority over the International Interests) at the International Registry without the prior written consent of Lessor;
- (c) consents to the recording and perfection of the International Interests at the International Registry;
- (d) undertakes from time to time to take any actions which Lessor requests and has reasonably determined should be taken to ensure that the Cape Town Convention is applicable to the Lease and that the International Interests are fully and effectively registered at the International Registry;
- (e) will provide to Lessor, upon request, a duly signed and notarised irrevocable deregistration and export request authorisation pursuant to Article XIII of the Cape Town Convention and Protocol; and
- (f) will register itself as a transacting user entity with the International Registry and will where requested by Lessor in writing, authorise a professional user entity proposed by Lessor for dealings with the International Registry in relation to the Engine and shall not revoke that authority without Lessor's prior written consent.

4.9 **Representations and Warranties:** Lessee now repeats the representations and warranties it made in clauses 1.1(a) through 1.1(d), 1.1(g) through 1.1(i) and 1.1(k) of Schedule 2 of the Engine CTA, though (i) as if made with reference to the facts and circumstances now existing and the references in such representations and warranties to "this Agreement" shall instead be construed as references to the Lease as hereby amended and (ii) as if the representations in clause 1.1(e) (*No Event of Default*) of Schedule 2 to the Engine CTA excludes any Default and/or Event of Default (each as defined in the Lease) that has occurred and is continuing as a consequence of the Bankruptcy Cases or pursuant to paragraph (e) of Schedule 9 of the Engine CTA.

5. CONTINUATION OF LEASE; LESSOR'S UNSECURED PREPETITION CLAIM

- (a) **Continuation of Lease:** Save as expressly amended by this Agreement, the Lease shall continue in full and unvaried force and effect as the legal, valid and binding rights and obligations of each of Lessor and Lessee enforceable in accordance with their respective terms. Any plan of reorganization proposed by the Debtors or confirmed by the Bankruptcy Court shall provide that, pursuant to Section 1141 of the Bankruptcy Code, the Amended Lease shall vest with and be binding upon the reorganized Debtors
- (b) **Lessor's Unsecured Prepetition Claim:** Other than with respect to the Allowed General Unsecured Claim (as defined below), upon [REDACTED] and the occurrence of the Amendment Effective Date, any unsecured prepetition claim for prepetition Rent or any Utilization Payments or any other compensation or amounts in respect of the utilization of the Engine shall be deemed satisfied; provided, however, on the Amendment Effective Date the Lessor shall, pursuant to section 502 of the Bankruptcy Code, be entitled to an allowed general unsecured claim (the "**Allowed General Unsecured Claim**") against the Lessee in the amount of \$[REDACTED].

IN WITNESS WHEREOF the parties hereto have executed this Lease Extension and Amendment Agreement the day and year first above written.

[Signature page follows]

SIGNATORY PAGE

ENGINE LEASE EXTENSION AND AMENDMENT AGREEMENT - ESN 956321

LESSOR
NORTH SHORE AVIATION CAPITAL, LLC

By: _____

Name: _____

Title: _____

Place: _____

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

By: _____

Name: _____

Title: _____

Place: _____

By: _____

Name: _____

Title: _____

Place: _____

WITNESSES:

By: _____

Name: _____

ID: _____

By: _____

Name: _____

ID: _____

ENGINE LEASE EXTENSION AND AMENDMENT AGREEMENT

Dated ____ July 2021

between

North Shore Aviation Capital, LLC

as Lessor

and

Aerovías de México, S.A. de C.V.,

as Lessee

ENGINE LEASE EXTENSION AND AMENDMENT AGREEMENT

in respect of an

Engine Lease Agreement dated 31 October 2013

**relating to one CFM International, Inc. GEnx/P-1B74/75P2 aircraft engine with
engine manufacturer's serial number 956321**

**THE INTERESTS OF LESSOR, OWNER & ANY FINANCING PARTIES UNDER THIS
LEASE AND/OR IN RESPECT OF THE ENGINE SHALL BE CAPABLE OF
REGISTRATION AS INTERNATIONAL INTERESTS IN ACCORDANCE WITH THE
CAPE TOWN CONVENTION 2001 AND ITS PROTOCOL ON MATTERS SPECIFIC TO
AIRCRAFT EQUIPMENT**